IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FOUR

CHURCH OF SCIENTOLOGY, INTERNATIONAL, **Plaintiff/Respondent,** **vs.** **GERALD ARMSTRONG,** **Defendant/Appellant.**	**NO. A075027**

CLERK'S TRANSCRIPT ON APPEAL

FROM A JUDGMENT MADE AND ENTERED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

VOLUME 30

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

MARIN COUNTY COURTS

DEPARTMENT 1

CHURCH OF SCIENTOLOGY, INTERNATIONAL, Plaintiff, vs. GERALD ARMSTRONG, Defendant.	No. 157680

GARY W. THOMAS	JUDGE
JOHN P. MONTGOMERY	COURT EXECUTIVE OFFICER
ELAINE PASSARIS	REPORTER

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SEP 18 1995

HOWARD HANSON
MARIN COUNTY CLERK
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8276

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	No. **157 680** **ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION OF THE 13TH, 16TH, 17TH AND 19TH CAUSES OF ACTION OF SECOND AMENDED COMPLAINT** Date: 9/29/95 Time: 9:00 a.m. Dept: One Trial Date: Not Set

RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND UNDISPUTED FACTS

Defendant Gerald Armstrong ("Armstrong") submits this separate statement in opposition to Plaintiff Church of Scientology International's ("Scientology") separate statement of undisputed facts with reference to supporting evidence pursuant to CCP Section 437c (b).

ISSUE NUMBER I:

Scientology's Claim: CSI is entitled to summary adjudication of the Thirteenth Cause of Action because there is no dispute that the parties entered into a written agreement, that the Church performed all of its obligations pursuant to the

agreement, that Armstrong breached the agreement by providing a videotaped interview to anti-Scientologists Sylvia "Spanky" Taylor and Jerry Whitfield in which he discussed his claimed Scientology knowledge and experiences, and that the Church is entitled to liquidated damaged of $50,000.00 for this breach.

PLAINTIFF CSI'S MATERIAL FACTS AND SUPPORTING EVIDENCE	**DEFENDANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE**
1. Gerald Armstrong voluntarily entered into a confidential Mutual Release of All Claims and Settlement Agreement ("Agreement") with Church of Scientology International ("the Church") on December 6, 1986. Plaintiff's Evidence: 1. Request for Judicial Notice, Exhibit A, Verified Second Amended Complaint (hereinafter "Complaint"), ¶¶ 1 and 2; Request for Judicial Notice, Exhibit B, Answer of Gerald Armstrong and the Gerald Armstrong Corporation to Amended Complaint (hereinafter "Answer"), ¶¶ 1 and 2; Request for Judicial	1. Disputed. A. Armstrong was the target of Scientology's "fair game" acts from the time he left Scientology until the time he signed the settlement agreement. These fair game acts included, but are not limited to: publishing "Suppressive Persons Declares," spying on him, assault, filing false charges with Los Angeles DA, filing false charges with FBI, attempted entrapment, illegal videotaping, battery by a car driven by a hired agent, attempting to involve him in a freeway "accident," filing false declarations,

Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Request for Judicial Notice, Exhibit D, Opinion of the Second District Court of Appeal; Request for Judicial Notice, Exhibit E, Order Granting Summary Adjudication of the Second and Third Causes of Action of Armstrong's cross-complaint; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement ("the Agreement"), page 16; Exhibit 1B, Declaration of Larry Heller, ¶¶ 4 and 5, Exhibit A thereto and Exhibit B thereto, 1:19-2:10.

international dissemination of publications falsely accusing him of crimes ("black propaganda"), filing false contempt of court charges against him, disseminating "confidential" statements made in pastoral "counseling sessions."

Defendant's Evidence

Exhibit 1, Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, Authenticating Deposition Transcripts and Exhibits, 4:8-6:19, Exhibit 1(G), Declaration of Gerald Armstrong in Opposition to Scientology's Motion for Preliminary Injunction, executed March 16, 1992, and Authenticating Exhibits, 4:26-7:7; Exhibit 1(G)(C), "Penalties for Lower Conditions," Scientology

Policy Letter by L. Ron Hubbard dated October 18, 1967; Exhibit 1(G)(L), "Settlement Agreement" between attorney Michael J. Flynn and his clients in December, 1986, at p. 4, (5); Exhibit 1(G)(M) Letter from Phillip Rodriguez dated November 7, 1984 purporting to authorize eavesdropping on Gerry Armstrong and Michael J. Flynn; Exhibit 1(G)N, Public Announcement of Los Angeles Police Chief Daryl Gates dated April 23, 1985; Exhibit 1(G)(O), Letter from Los Angeles County Deputy District Attorney Robert N. Jorgenson to Scientology officials dated April 25, 1986; Exhibit 1(H), Declaration of Gerald Armstrong, executed January 13, 1994, and Authenticating Exhibits, pp. 2,3, ¶¶ 5,6; p. 14, ¶ 15; Exhibit, 1(H)(R)(C) "Freedom" published by Scientology April/May, 1985; Exhibit 1(H)(CC), "Squirrels," Scientology Office of Special Affairs Executive Directive dated September 20, 1984; Exhibit 1(B), Declaration of Gerald Armstrong, executed December 25, 1990, and Authenticating Exhibits, p. 1, ¶ 2; Exhibit 1(B)(O) Declaration of Gerald Armstrong, executed October 11, 1986, pp. 3-9, ¶¶ 3-8; Exhibit 1(B)(P), Declaration of Gerald Armstrong, executed November 1, 1986, 2:2-3:3, 6:4-7:5, 7:25-11:12; Exhibit pages to Ex. 1(B)(P) at 22:24-26:8; Exhibit 1(I) Declaration of Gerald Armstrong Executed August 12, 1994, and Authenticating Deposition Transcripts And Exhibits, Exhibit 1(I)(AA), Suppressive Person Declare Gerry Armstrong" dated February 18, 1982; Exhibit 1(I)(BB), "Suppressive Person Declare Gerry Armstrong" dated February 18, 1982, Revised April 22, 1982; Exhibit 1(A), Declaration of Gerald Armstrong, executed March 15, 1990, and Authenticating Exhibits, p. 1, ¶ 1, Exhibit 1(A)(A), Memorandum of Decision dated June 20, 1984 in Scientology v. Armstrong, LA Superior Court No. C 420153, at 5:3-19; 7:9-12:9; Appendix thereto, pp. 1-15; Exhibit 1(C), Opinion of California Court of Appeal dated July 29, 1991, 283 Cal.Rptr. 917, at 920, 921, 925; Exhibit 1(A)(L), Affidavit of Gerald Armstrong, executed March 7, 1986, at p. 5, ¶ 6; Exhibit 1(E)(E), Declaration of Gerald Armstrong Regarding Alleged "Taint" of Joseph A. Yanny executed September 3, 1991 and filed in Aznaran v. Scientology, US District Court, Central District of California, Case No. CV 88-1786 JMI, pp. 3-5, ¶¶ 13-16; Scientology's Request for Judicial Notice in Support of its Motion for Summary Adjudication of the 13th, 16th, 17th and 19th Causes of Action of Second Amended Complaint, Exhibit 1(S) Declaration of Gerald Armstrong executed February 22, 1994 and filed in Scientology v. Steven Fishman, etc al., US District Court for the Central District of California, Case No. 91-6426 HLH (Tx), and exhibits thereto; Scientology's Evidence in Support of Motion for Summary Adjudication of the 20th Cause of Action of Second Amended Complaint, Exhibit 1(A), Mutual Release of All Claims and Settlement Agreement; Ex. 1(H), pp. 7,8, ¶ 12.

B. Armstrong's attorney Michael Flynn was the target of Scientology's fair game from 1979 through the time of the signing of the settlement agreements. Fair game acts against Flynn included, but are not limited to, infiltrating his office, paying known criminals to testify falsely against him, suing him and his office some fifteen times, framing him with the forgery of a $2,000,000 check, and an international "black propaganda campaign."

Defendant's Evidence

Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th and 19th Causes of Action of Scientology's Second Amended Complaint executed September 9, 1995, 8:18-9:14; Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4, ¶8, pp. 5,5, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, Declaration of Jonathan Atack in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 9, 1995, p. 4, ¶16; Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O), Ex. 1(H)(R)(C).

C. Flynn told Armstrong that if he didn't sign Scientology's settlement agreement he would be the target of more fair game.

Defendant's Evidence

Ex. 1, 9:1-15; Ex. 1(G), 9:6-12; Ex. 1(B), pp. 3,4, ¶ 8, p. 5, ¶ 11.

D. Flynn told Armstrong that the other some fifteen people involved in the "global settlement" would continue to be attacked by Scientology if he didn't sign.

Defendant's Evidence

Ex. 1, pp. 8,9, ¶ 18; Ex. 1(G), 9:6-12, 10:21-11:28; Ex. 1(B), pp. 3,4, ¶ 8, p. 5, ¶

11.

E. Flynn had another client yell at Armstrong when Armstrong objected to the language of the "agreement."

Defendant's Evidence

Ex. 1(G), 9:15-19; Ex. 1(B), p. 4, ¶ 8.

F. Flynn stated in the "settlement agreement" with his clients, acknowledged by all his clients, that "he or his firms's members have been required to defend approximately 17 lawsuits and/or civil/criminal contempt actions instituted by the Church of Scientology against him, his associates and clients, that he and his family have been subjected to intense and prolonged harassment."

Defendant's Evidence

Exhibit 10, 7:11-8:17; Plaintiff's Ex. 1(C)(B) at p. 5.

G. Scientology knew of all of its acts of "fair game" against Flynn, and its acts of "fair game" against Armstrong. Scientology also knew prior to Armstrong's arrival in Los Angeles to "sign" the "settlement contract" that it had obtained Flynn's agreement to not represent or defend Armstrong if it attacked him after the "settlement." Scientology knew of all of its harassment of Flynn and its judicially condemned "fair game" policy and practices.

Defendant's Evidence

Ex. 10, 8:18-9:9; Ex. 1, 4:8-6:28; Ex. G, 4:26-7:14;Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O), Ex. 1(H)(R)(C); Ex. H, pp. 2,3, ¶¶ 5,6; Exhibit B, p. 1, ¶ 2; Ex. 1(B)(O), pp. 60-74 "Juggernaut Eval" re Flynn; Ex. 1, 5:5-7:7; Ex. G, p. 9, ¶ 14; Exhibit 2, p. 1, ¶ 2, pp. 3,4,5 ¶8, ¶11; Exhibit 2-O, pp. 6, ¶ 6, 12; Ex. 7,

	p. 4, ¶16; Ex. 1(H)CC);Ex. 1(A)(A), at 5:3-19; 7:9-12:9; Appendix thereto, pp. 1-15; Ex. 1(C); Exhibit 1(A)(L), at p. 5, ¶ 6;. H. Armstrong's careful weighing of his options at the time of the "settlement" reflects the duress he was under. It is not reflective of an absence of duress. Defendant's Evidence Ex. 10, 9:14-16.
2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients. Plaintiff's Evidence: Complaint ¶13; Answer, ¶13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶3.	2. Disputed. The total sum paid to Flynn was additionally in consideration of settlement of all of Flynn's personal claims. Defendant's Evidence Plaintiff's Exhibit 1C(B).

3. Armstrong received approximately $800,000.00 from Michael Flynn as his portion of the total settlement sum paid by CSI to Mr. Flynn for Flynn's settling clients. Plaintiff's Evidence: 3. Exhibit 1C, Declaration of Graham Berry, and Exhibit B thereto; Exhibit 1D Marin Independent Journal, November 11, 1992, article entitled, "Is Money The Root of Our Problems?"	3. Undisputed, but irrelevant. Scientology did not know how much Armstrong was receiving. As far as Scientology knew, it could have been $0.00, it could have been all of the funds Scientology paid to Flynn, or any monetary figure in between. Defendant's Evidence Plaintiff's Exhibit 1A, p. 2, ¶3; Plaintiff's Exhibit 1C, Exhibit B.
4. On January 27, 1995, this Court found that Armstrong had entered into the Agreement voluntarily, without duress, and that the liquidated damages provision contained in paragraph 7(d) of the Agreement was valid. Plaintiff's Evidence: 4. Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action.	4. Disputed. On January 27 this Court stated as follows: "As to all causes of action, defendant fails to raise a triable issue as to whether the liquidated damages provision is invalid. Defendant relies on the law as it existed prior to July 1, 1978. (See United Sav. & Loan Assn. v. Reeder Dev. Corp. (1976) 57 Cal.App.3d 282 and earlier versions of Civ. Code §§ 1670 and 1671.) The law

now presumes that liquidated damages provisions are "valid unless the party seeking to invalidate the provision establishes that the provision was unreasonable under the circumstances existing at the time the contract was made." Civ. Code, § 1671, Subd.(b).) Defendant's evidence is not sufficient to raise a triable issue in that regard. Although defendant states in his declaration that he was not involved in negotiating the provision (See D's Ex. 1, ¶12), he goes on to state that he discussed the provision with two attorneys before signing the agreement. (Id., ¶¶12-13.) Thus he clearly knew of the provision yet chose to sign it. He has not shown that he had unequal bargaining power or that he made any efforts to bargain or negotiate with respect to the provision. (See H.S. Perlin Co. v. Morse Signals Devices

(1989) 209 Cal.App.3d 1289.) Defendant next states that plaintiff's actual damages are zero. (D's Ex. 1, ¶12.) However, "the amount of damages actually suffered has no bearing on the validity of the liquidated damages provision..." (See Law Revision Commission comment to § 1671.) Finally defendant points to the fact that other settlement agreements contain a $10,000 liquidated damages provision. (See D's Exs. 2C and 2D.) This alone is not sufficient to raise a triable issue in that defendant has not shown that circumstances did not change between 12/86 and 4/87 and that those settling parties stand in the same or similar position to defendant (i.e., that they were as high up in the organization and could cause as much damage by speaking out against plaintiff or that they have/had access to as much

	information as defendant.) "Defendant has not raised a triable issue regarding duress. Defendant’s own declaration shows that he carefully weighed his options. (See D’s Ex. 1, ¶10.) It certainly does not show that he did something against his will or had no reasonable alternative to succumbing." (See In Re Marriage of Baltins (1989) 212 Cal. App. 3D 66, 84.) In addition, Defendant is relying on the conduct of a third party (Flynn) to establish duress, yet he sets forth no fact or evidence in his separate statement showing that plaintiff had reason to know of the duress. See Leeper v. Beltrami (1959) 53 Cal.2d 195, 206" Defendant’s Evidence Plaintiff’s Request for Judicial Notice, Exhibit C.
5. On November 6, 1992, Armstrong gave a videotaped	5. Undisputed.

interview to Sylvia "Spanky" Taylor and Jerry Whitfield, in which he discussed his alleged Scientology knowledge and experiences for 95 minutes. Plaintiff's Evidence: 5. Videotape, Exhibit 1TT to Separate Statement in Support of Motion for Summary Adjudication of Twentieth Cause of Action, separately lodged; Transcript of Video, Exhibit 1E.	
6. The venue for Armstrong's taped interview was a Los Angeles hotel in which the Cult Awareness Network ("CAN") was holding its annual meeting. Plaintiff's Evidence: 6. Deposition of Gerald Armstrong, Vol V, 598:6-600:15, Exhibit 1F.	6. Undisputed.
7. During the course of Armstrong's 95 minutes interview, Whitfield explained his purpose in making the	7. Undisputed.

videotape to be the following:

MR. WHITFIELD:

> The reason I'm saying this, it's very difficult for somebody in Scientology to conceive that the great L. Ron Hubbard, whom you have never met but have only heard these wonderful things about, to even perceive or comprehend that this might have been -- this might have occurred with this man. How can this man be human? And he's not human. He's L. Ron Hubbard. So the reason that we are doing this interview is so that other people can know. It's very easy for a non-Scientologist to understand those things. It's very difficult for a Scientologist, because Scientologists don't get the type of information that non-Scientologists get.

Plaintiff's Evidence:

7. Videotape, Exhibit 1TT, Separately lodged: Exhibit 1E, p. 9.

8. During the interview, Taylor and Armstrong had the following exchange:	8. Undisputed.

TAYLOR: We're here with Gerry Armstrong on the 6th of November, 1992. Hi, Gerry.

ARMSTRONG: Hi, Spanky.

TAYLOR: Basically , what we're doing here is I want to find out a little bit about your Scientology experience, or, more than a little bit -- as much as we can, starting from when you got involved.

ARMSTRONG: O.K.

TAYLOR: So, tell me about that first.

TAYLOR: I got involved in 1969 in Vancouver, British Columbia, Canada. And . . . I spent a year and a half . . . .

Armstrong then proceeded to describe his claimed Scientology history in detail for 95 minutes, breaking to attend sessions of the CAN convention which was proceeding in the hotel conference rooms.

Plaintiff's Evidence:

8. Videotape, Exhibit 1TT, separately lodged; Transcript, Page 19.

Exhibit 1E; deposition of Sylvia Taylor, 152:9-155:19, Exhibit U.

9. During the interview, Armstrong stated:

> They brought a lawsuit to attempt to enforce the settlement agreement. Out of it . . . in May of this last year, there was a hearing here in Los Angeles, in Superior Court, in front Judge Sohigian. The organization claims that they got a great big win out of it and that I am enjoined pursuant to the settlement agreement. Not true! The judge specifically said that he would not enforce the settlement agreement other than one very narrow issue. The very narrow issue is that I cannot except pursuant to a subpoena, assist someone intending to file a claim or pressing a claim against the organization. Now then we are appealing even that narrow ruling, because that's unenforceable because if you construe that my . . . .that this video could possibly indirectly help

9. Undisputed.

someone in the future, I can't do this. . . .

* * *

It's unenforceable hence I feel that I am completely at liberty to associate with whomever I want, to talk to whomever I want, and I act in life that way. And that is in part why I am here at this event now, why I came to the CAN conference.

Plaintiff's Evidence:

9. Videotape, Exhibit 1TT, lodged separately; Transcript Exhibit 1E.

ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. 1)

9A. Armstrong attended the 1992 CAN Conference because this is a group a people who share a common experience with him of either abuse by a dangerous cult or having a family member ensnared in or abused by a dangerous cult. He depends on people such as CAN members for psychological support and for defense. Armstrong supports CAN in its	9A. Defendant's Evidence Ex. 10, 11:5-12-1; Exhibit 10(A), videotape of Armstrong taken by Ingram, lodged separately.

purposes of educating the public about dangerous cults and in its defense from those cults such as Scientology which seek to keep the public uneducated about their destructive practices and natures. When he arrived at the conference he observed Eugene Ingram and a bunch of Scientologists harassing, taunting and videotaping CAN conferees. Armstrong observed Scientologists agents verbally abuse the conferees, calling them, for example, kidnappers and criminals. Ingram taunted Armstrong, accused him of having AIDS, said Armstrong looked like he was dying of AIDS, said someone in his attorney Ford Greene's family had AIDS, insinuating in his statement that Mr. Greene and Armstrong were involved in homosexual sex. This is part of Scientology's "black propaganda" campaign discussed by former Scientology operative Garry Scarrf in his declaration executed February 11, 1993 and filed in this case. Armstrong was shocked by Ingram's and Scientology's attacks on him and on the other innocent conferees, and it was largely because of these attacks that he determined to do whatever he could when called upon to oppose and expose Scientology's dangerous practices and defend people from those dangerous practices. Thus he gave an interview. Armstrong did not come to the CAN Conference to harass Ingram and Scientology; they came to the conference to harass him and his friends.

ISSUE NUMBER II:

Scientology's Claim: CSI is entitled to summary adjudication of the Sixteenth Cause of Action because there is no dispute that the parties entered into a written agreement, that the Church performed all of its obligations pursuant to the agreement, that Armstrong breached the agreement by providing interviews to Charles Fleming, a reporter for Newsweek magazine,

in which he discussed his claimed Scientology knowledge and experiences, and that the Church is entitled to liquidated damaged of $50,000.00 for this breach.

CSI Incorporates herein Undisputed Facts and Evidentiary Support nos. 1 to 4, supra.

PLAINTIFF CSI'S MATERIAL FACTS AND SUPPORTING EVIDENCE	**DEFENDANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE**
10. In June, 1993, Armstrong gave an interview concerning his claimed Scientology knowledge and experiences to Charles Fleming, a reporter for Newsweek magazine. Plaintiff's Evidence: 10. "Scientology in the Schools," Newsweek, June 14, 1993, Exhibit 1G; Armstrong Depo., Vol. VI, pp. 736-737, Exhibit IH.	10. Undisputed.
11. According to Mr. Fleming's article, Armstrong said, inter alia, that the founder of the Scientology religion, L. Ron Hubbard, wanted "rich Scientologists to buy huge quantities of this	11. Undisputed.

book for distribution. He wanted to go down in history as a scientist or a philosopher or both." Plaintiff's Evidence: 11. Newsweek article, Exhibit 1G.	
12. In or about June, 1993, Armstrong spoke to Mr. Fleming, about Larry Wollersheim's case against the Church of Scientology of California, and attempted to interest him in reporting on that matter. Plaintiff's Evidence: 12. Armstrong letter to Goldowitz, June 30, 1993, Exhibit 1I.	12. Undisputed.
13. In or about August, 1993, Armstrong sent Mr. Fleming a letter to which he attached several documents detailing his claimed Scientology knowledge and experiences, urging Mr. Fleming to write about Armstrong's litigation	13. Disputed. The documents sent by Armstrong to Mr. Fleming were Scientology's own complaints against him. The details of Armstrong's knowledge and experiences about Scientology in these documents were written by

with CSI. Plaintiff's Evidence: 13. Armstrong letter to Fleming, August 20, 1993, Exhibit 1J.	Scientology itself. The cases in which Scientology has sued Armstrong are in open court. He is not barred from sending any document filed in these cases to anyone in the world. He is not barred from talking to the media about his cases. Defendant's Evidence Ex. 10, at 12:2-13; Plaintiff's Evidence, Exhibit 1J, Armstrong letter to Fleming.

ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. II)

13A. All of what Armstrong told Mr. Fleming of Newsweek about the Wollersheim case he learned after December, 1986. Even by the "settlement contract" Armstrong is not barred from discussing any knowledge he learned about Scientology after the "settlement."	13A. Defendant's Evidence Ex. 10, 12:23-13:2.
13B. Armstrong believes that he is not and cannot be barred	13B. Defendant's Evidence Ex. 10, 14:1-15:6; Ex. 1,

from discussing broad and important public issues involving Scientology such as its efforts to infiltrate L. Ron Hubbard's booklet "The Way to Happiness" into public schools. Armstrong views Scientology's efforts as covert and dangerous and should be opposed by anyone who knows anything about this organization. Armstrong knows that inside Scientology "The Way to Happiness" is part of its "scriptures," its "mental technology." Armstrong knows that outside Scientology, the organization calls the booklet "non-religious." Armstrong knows that it is used as a vehicle to get people interested in Scientology, which claims to be a "religion." Armstrong knows that Scientology employs a similar bait and switch with his fellow Christians. Scientology promotes that it is compatible with

2:22-28, 25:15-26:24; Exhibit 2, Declaration of Hana Whitfield in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 12:23-16:21; Exhibit 2(B), "Routine 3 Heaven" Scientology Bulletin by L. Ron Hubbard dated May 11, 1963; Exhibit 2(C), "Resistive Cases Former Therapy" Scientology Bulletin by L. Ron Hubbard dated September 23, 1968; Exhibit 3, Declaration of Dennis Erlich in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 1:19-2:16; Exhibit 4, Declaration of Margery Wakefield in Opposition to

Christianity and "Scientologists hold the Bible as a holy work and have no argument with the Christian belief that Jesus Christ was the Savior of Mankind and the Son of God." In its core, however, Scientology teaches that Christ and God are "implants," false ideas installed in humans millions of years ago by pain and electronics to enslave mankind. Armstrong, a Christian, views it as completely unfair and dishonest that Scientology's "scriptures" (Way to Happiness) are covertly infiltrated into the public schools as "non-religious," to act as recruiting devices for the anti-Christian Scientology cult, whereas the scriptures of openly religious Christians are barred from public classrooms. Religion in public schools and the separation of church and state

Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995; Exhibit 4(A), Paper, "What Christians Need to Know About Scientology" by Margery Wakefield.

are current and important public issues, and Armstrong believes he cannot be denied the right to enter into discussions, studies and reports on such issues. Armstrong has a duty as a Christian and citizen to oppose Scientology's duplicitous efforts to subvert the school system and ensnare the country's youth. Armstrong knows that Scientology promotes that its mental technology raises IQ a point per hour of "auditing." Armstrong sees that not only does not, but it makes its adherents actually less intelligent, as well as more aggressive and antisocial.

__ISSUE NUMBER III:__

__Scientology's Claim__: CSI is entitled to summary adjudication of the Seventeenth Cause of Action because there is no dispute that the parties entered into a written agreement, that the Church performed all of its obligations pursuant to the agreement, that Armstrong breached the agreement by providing interviews and comments to E!TV, in which he discussed his claimed

Scientology knowledge and experiences, and that the Church is entitled to liquidated damaged of $50,000.00 for this breach.

CSI Incorporates herein Undisputed Facts and Evidentiary Support nos. 1 to 4, supra.

PLAINTIFF CSI'S MATERIAL FACTS AND SUPPORTING EVIDENCE	DEFENDANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE
14. In August, 1993, Armstrong was interviewed by E! TV reporters concerning his claimed Scientology knowledge and experiences. Plaintiff's Evidence: 14. Portions of E! TV segment, Exhibit 1K; Portions of Transcript of E! TV segment, Exhibit 1L.	14. Undisputed.
15. During the interview with E! TV reporters, Armstrong discussed his claimed Scientology knowledge and experiences, asserting that he had difficulty leaving Scientology, that the Church had a policy called "fair game," that the instant lawsuit was improper, and the	15. Undisputed.

Agreement was illegal. Plaintiff's Evidence: 15. Portions of E! TV segment, Exhibit 1K; Portions of Transcript of E! TV segments, Exhibit 1L.	
16. Armstrong also gave E! TV a copy of a manuscript entitled "One Hell of A Story." Armstrong claims that this manuscript is a treatment for a screenplay which details his claimed Scientology experiences. Plaintiff's Evidence: 16. Portions of E! TV segment, Exhibit 1K; Portions of Transcript of E! TV segments Exhibit 1L; Armstrong letter to Wollersheim, Exhibit 1M; Armstrong Depo., Vol. VII, 875-876, Exhibit 1N.	16. Undisputed.

ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. III)

16A. By August 1993, when Armstrong was interviewed on E!TV, Scientology had sued him	16A. Defendant's Evidence Ex. 10, 16:4-17:3.

three times based on false allegations, including false statements about his pre-settlement history, and had published and disseminated "dead agent" packs about him and his history, and "black propaganda" (Hubbard's term for lies intended to destroy someone's reputation) about him, which included false and/or perverse ad hominem attacks. These attacks include, but are not limited to, e.g., that Armstrong is an agent provocateur of the US government; that he committed perjury; that he posed nude in a newspaper; that his defense in his 1984 trial was a sham and a fraud; that the LAPD authorized [Scientology's] illegal videotaping of him; that he wanted to plant fabricated documents in Scientology files and tell the IRS to conduct a raid; that he wanted to plunder Scientology; that his motives in writing attorney Eric Lieberman regarding the Nothling case were money and power; that he was incompetent as a researcher on the Hubbard biography project; that he wanted to orchestrate a coup in which members of the US Government would wrest control of Scientology; that he was formerly a heavy drug user; that he was paid to provide homosexual sex; and that he had AIDS. None of these charges relate to his alleged breaching of Scientology's evil "contract," but were personal attacks on his character and history, to which he is not barred by the "contract" from responding. Scientology was also during that period attempting to have him jailed on false contempt of court charges. Armstrong wrote the treatment for a movie to be done about his Scientology history to clear his name in the most profound manner he could, and he agreed to the E!TV interview for the same purpose.

ISSUE NUMBER III:

Scientology's Claim: CSI is entitled to summary adjudication of the Nineteenth Cause of Action because there is no dispute that the parties entered into a written agreement, that the Church performed all of its obligations pursuant to the agreement, that Armstrong breached the agreement by providing declarations to Graham Berry, counsel for Uwe Geertz, in which he discussed his claimed Scientology knowledge and experiences, and that the Church is entitled to liquidated damaged of $50,000.00 for this breach.

CSI Incorporates herein Undisputed Facts and Evidentiary Support nos. 1 to 4, supra.

PLAINTIFF CSI'S MATERIAL FACTS AND SUPPORTING EVIDENCE	**DEFENDANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE**
17. Steven Fishman and Uwe Geertz are defendants in an action brought by the Church of Scientology International for defamation.	17. Undisputed.
Plaintiff's Evidence: 17. Request for Judicial Notice, Exhibit F, Complaint,	

Church of Scientology International v. Steven Fishman, etc al., United States District Court for the Central District of California, Case No. 91-6426 HLH (Tx).	
18. In or about August 1992, Armstrong agreed to be an "expert" witness for Fishman and Geertz concerning his claimed Scientology knowledge and experiences. *Plaintiff's Evidence*: 18. Defendant's list of Proposed Witnesses, Exhibit 10; Defendant Uwe Geertz, Plaintiff's Brief Narrative Statements Regarding Expected Testimony of Expert Witnesses, Exhibit 1P.	18. Undisputed.
19. In or about January, 1994, Armstrong spoke multiple times with Geertz's counsel, Graham Berry, concerning his claimed Scientology knowledge and experiences.	19. Disputed. Armstrong stated in the deposition excerpt Scientology cites: "I don't think beyond, very generally, if at all, that is, if it was discussed

Plaintiff's Evidence: 19. Armstrong Depo., Vol. VI-A, 782-789, Vol. VIII, 1057-1059, Exhibit 1Q.	at all, whether the specifics of what I would testify to go into, but I think that Mr. Berry's understanding of my history, and my present involvement in litigation, and what I've said about myself, and my areas of expertise are pretty well known and accepted." Defendant's Evidence Ex. 10, 18:10-20; Plaintiff's Exhibit 1Q at 788:13-20.
20. Geertz attorney asked Armstrong for help in identifying other potential witnesses interested in making derogatory statements about Scientology. Armstrong sent Berry a letter describing the claims made by several other active anti-Scientologists. Plaintiff's Evidence: 20. Armstrong Depo., Vol. VIII, 1057-1059, Exhibit 1Q; Armstrong letter to Graham Berry, Exhibit 1R.	20. Disputed. Nowhere in the deposition excerpt Scientology cites is there any mention by Armstrong of being asked by anyone to identify potential witnesses interested in making derogatory statements about anything. Defendant's Evidence Plaintiff's Exhibit 1Q.

21. In 1994, Armstrong met with Berry and a group of other anti-Scientology litigants and would-be witnesses, at Berry's office. wherein all discussed Scientology, their claimed knowledge and experiences, and the Fishman case.

Plaintiff's Evidence:

21. Armstrong Depo., Vol. VI-A, 782-789, Exhibit 1Q.

21. Disputed.

Armstrong met with no anti-Scientology litigants and would-be witnesses at Berry's office. He met with three anti-"fair game" individuals who are honest-to-God witnesses. Nowhere in the deposition excerpt cited to by Scientology is there any statement that they discussed their claimed knowledge and experiences. Armstrong stated in deposition that the substance of the conversation at Mr. Berry's office "principally concerned the Fishman case, and that around that time Scientology had either dismissed the case or found something to dismiss the case or it was in that stage toward the end of the litigation. And the communications -- the only ones which stand out were on that subject.... There was a dismissal in progress .... and my recollection was that we

	communicated about that during the brief time I was there for lunch." Defendant's Evidence Plaintiff's Exhibit 1Q, 784:7-785:13.
22. In February and April, 1994, Armstrong furnished Berry with two declarations describing his claimed Scientology knowledge and experiences, one of which was filed in the Fishman case in February, 1994. Plaintiff's Evidence: 22. Declaration of Gerald Armstrong dated February 22, 1994, Exhibit 1S; Declaration of Gerald Armstrong dated April 21, 1994, Exhibit 1T; Armstrong Depo., Vol. VII, 798-801, Vol. III, 1045-1046, Exhibit 1Q.	22. Undisputed.

ADDITIONAL DISPUTED FACTS (RE SCIENTOLOGY'S ISSUE NO. IV)

23. Armstrong's being an expert witness in the Fishman	23. Defendant's Evidence Ex. 10, 17:18-18:9;

case is allowed by the preliminary injunction issued by Judge Ronald Sohigian in this case in May, 1992. Where Scientology required by its "contract" that Armstrong avoid service of subpoenas, Judge Sohigian permits him to be reasonably available for such service. Where Scientology's "contract" required that Armstrong not assist or cooperate with any person adverse to Scientology in any proceeding and not cooperate in any manner with any organization aligned against Scientology, Judge Sohigian permitted him to assist any organization in any manner and any person defending against Scientology in any manner; and he required only that Armstrong not assist persons prosecuting or intending to prosecute claims against Scientology, unless pursuant to subpoena. Steven Fishman and Uwe Geertz were

Scientology's request for judicial notice in support of motion for summary adjudication of the 20th cause of action of plaintiff's second amended complaint, Exhibit P, Minute Order, at p. 2.

defendants against Scientology, not claimants. Armstrong would have made himself available for service of subpoena before he assisted any claimant.	
24. Graham Berry is a specialist expert attorney in Scientology litigation. He is one of Scientology's major "fair game" targets. He has represented several people against the Scientology organization. He also represented Joseph A. Yanny as intervenor and amicus curiae in this case.	24. Defendant's Evidence Ex. 10, 18:20-25; Scientology's Evidence Exhibit 1C, declaration of Graham E. Berry to all evidence filed herein May 7, 1992.
25. Graham Berry knows Armstrong's history and areas of Scientology expertise in such detail Armstrong has not had to tell him anything for him to know what Armstrong would testify about as an expert; and Armstrong did not personally provide Mr. Berry	25. Defendant's Evidence Ex. 10, 18:28-19:4; Scientology's Exhibit 1P.

with any of the information he included in his brief narrative regarding Armstrong's expected testimony.	
26. Armstrong's January 27, 1994 letter to Graham Berry, contains none of his experiences in Scientology or knowledge gained in Scientology.	26. Defendant's Evidence Ex. 10, 19:6-11.
27. Armstrong's declarations of February 22, 1994 and April 24, 1994 are in direct response to post-"settlement" actions taken by Scientology concerning him and his history.	27. Defendant's Evidence Ex. 10, 20:28-21:8; Exhibit 1(O), Declaration of David Miscavige, executed February 8, 1994 and filed in Scientology v. Steven Fishman, supra.at 31:22-32:14.
28. Armstrong's February 22, 1994 declaration was in direct response to perjurious statements made about his history by Scientology supreme commander David Miscavige in Miscavige's declaration executed February 8, 1994 and	28. Defendant's Evidence Ex. 10, 21:21-26; Ex. 1(P), 31:22-32:14.

filed in Fishman.	
29. Armstrong had not filed anything or made any statement in the Fishman case before Miscavige made his statements about Armstrong and his history.	29. Defendant's Evidence Ex. 10, 21:26-28.
30. Miscavige states in his declaration that "In a police-sanctioned investigation, Gerry Armstrong was captured on video tape acknowledging his real motives, namely a plot to overthrow the Church leadership and gain control of the Church."	30. Defendant's Evidence Ex. 10, 21:28-22:2; Ex. 1(P), 31:28-32:3.
31. There was no "police-sanctioned investigation." Miscavige's organization and its head private investigator Eugene Ingram, who works directly for Miscavige, paid a corrupted Los Angeles Police Department officer to sign a phony "authorization." When the fact of the phony	31. Defendant's Evidence Ex. 10, 22:3-27; Scientology's Evidence, Exhibit S, Declaration of Gerald Armstrong executed February 22, 1994, and Exhibits thereto: Ex. S(B), "Find a Better Basket;" Ex. S(C), "Authorization" to wiretap and eavesdrop upon Gerry Armstrong

authorization and illegal videotaping surfaced, LAPD Chief Daryl Gates issued a public announcement which stated:

> "It has come to my attention that a member of the L.A.P.D. very foolishly, without proper authorization and contrary to the policy of this Department, signed a letter to Eugene M. Ingram, believed to have been drafted by Ingram himself. The letter purports to authorize Ingram to engage in electronic eavesdropping. The letter along with all the purported authorization, is invalid and is NOT from the Los Angeles Police Department. The Los Angeles

and Michael Flynn from LAPD Officer Phillip Rodriguez to Eugene Ingram; Ex. S(D), Public Announcement of LAPD Chief Daryl Gates.

Police Department has not cooperated with Eugene Ingram. It will be a cold day in hell when we do.
I have directed an official letter to Ingram informing him that the letter signed by Officer Phillip Rodriguez dated November 7, 1984, and all other letters of purported authorizations directed to him, signed by any member of the Los Angeles Police Department are invalid and unauthorized."

32. Chief Gates' public announcement has been filed in many Scientology cases, all of which Miscavige oversees and directs.	32. Defendant's Evidence Ex. 10, 22:28.

33. Miscavige's calling the illegal videotape operation, which he also oversaw and directed, "police-sanctioned," is perjury. The rest of his statements about Armstrong, the Breckenridge decision and Armstrong's history are likewise false.	33. Defendant's Evidence Ex. 10, 22:28-23:3; Scientology's Evidence, Ex. S, Ex. S(B), Ex. S(C), Ex. S(D).
34. Armstrong had every right to respond to Miscavige's false statements because they occurred after the 1986 "settlement," and Armstrong is not barred from responding to post-"settlement" statements.	34. Defendant's Evidence Ex. 10, 23:3-6; Scientology's Evidence, Exhibit A.
35. Armstrong also had every right to respond because Miscavige's statements are perjurious and Armstrong is specifically permitted by the Sohigian order to report such criminal activity.	35. Defendant's Evidence Ex. 10, 23:6-9; Scientology's request for judicial notice in support of motion for summary adjudication of the 20th cause of action of plaintiff's second amended complaint, exhibit P.
36. Armstrong sees that	36. Defendant's Evidence

Miscavige considered his statements about him so indispensable in Miscavige's prosecution of the Fishman case that he was willing to commit perjury to get them before the Court. Armstrong sees that his statements to provide the truth correcting Miscavige's perjury can be no less indispensable in the case. Armstrong views it as unfair, unamerican and obstructive of justice to bind someone with a contract by which he is unable to respond to false charges made about him in our courts of law. Armstrong considers it an outrage that the perjurer, Miscavige, who operates all Scientology litigation, now presses this Court to rip Armstrong for $50,000 for telling the truth.

Ex. 10, 23:9-18.

37. After Armstrong's February 22, 1994 declaration was filed in Fishman,

37. Defendant's Evidence

Ex. 10, 23:19-21; Scientology's evidence, Ex. T.

Scientology sought to have the declaration sealed. Thus Armstrong wrote his April 24, 1994 declaration opposing the sealing.	
38. Armstrong sees the goals of Scientology's efforts to seal files and documents such as his declarations are to generate confusion, give Scientology unwarranted opportunities to bring charges against its enemies, and to rewrite its criminal and antisocial history. Armstrong sees that these goals add up to obstruction of justice.	38. Defendant's Evidence Ex. 10, 23:21-26; Exhibit 1(E), Gerald Armstrong's Opposition to Motion to Seal Record on Appeal, filed October 15, 1991 in Scientology v. Armstrong, Case No. B 025920, B 038975, pp. 5-25.
39. Armstrong believes that he had a right to oppose Scientology's effort to seal his declaration for his own defense; and that he had a right, as permitted by the Sohigian order, to report Scientology's criminal activities; i.e., its obstruction of justice.	39. Defendant's Evidence Ex. 10, 23:26-28; Scientology's request for judicial notice in support of motion for summary adjudication of the 20th cause of action of plaintiff's second amended complaint, Exhibit P.

40. Armstrong sees that the authority to whom such activities should be reported in that context was the Federal Court Judge presiding over the Fishman case; and that is what Armstrong did through his April 24, 1994 declaration.	40. Defendant's Evidence Ex. 10, 23:28-24:3.

ADDITIONAL DISPUTED FACTS (APPLICABLE TO ALL CAUSES OF ACTION)

Armstrong's Claim: Scientology is not entitled to summary adjudication of the Thirteenth, Sixteenth, Seventeenth and Nineteenth Causes of Action because: 1. The liquidated damages provision was unreasonable under the circumstances existing at the time the "contract" was made; 2. Scientology had a completely overwhelming bargaining power at the time of the "settlement;" 3. Scientology's calculation of the liquidated damages is unfathomable; 4. Scientology obtained Armstrong's signature on the subject settlement document by duress; 5. Scientology obtained Armstrong's signature on the subject settlement document by fraud; 6. the settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed; 7. Scientology's hands are unclean in this transaction and Scientology is therefore barred from obtaining the relief it seeks; 8. the settlement agreement and Scientology's enforcement thereof are obstructive of justice; 9. all of Armstrong's

experiences concerning which Scientology seeks to silence him are religious in nature and the silencing of the expression of such experiences by court order is completely barred by the First Amendment to the United States Constitution; 10. all of Armstrong's activities which Scientology claims are violations of the subject agreement are religiously motivated and completely protected by the First Amendment, and the Religious Freedom Restoration Act of 1993; and, 11. before Armstrong made the video at the CAN Convention in which he discussed his experiences, before Armstrong communicated to Newsweek, before Armstrong was interviewed on E!TV, and before he communicated with attorney Graham Berry and anyone else about the Fishman case, Scientology had subjected him to post-"settlement "fair game," attacked him, put him in danger, and published its own version of his experiences to which he was not barred in any way from responding.

ARMSTRONG'S ISSUE NO. I

Armstrong's Claim: The liquidated damages provision was unreasonable under the circumstances existing at the time the contract was made.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-40, supra.

41. Armstrong had been the target of Scientology's "fair game" attacks since 1982.	41. Ex. 1(A)(A)hibit 1-A, Appendix pp. 13-15; Ex. 1(C) at 920, 921, 925. Armstrong specifically repeats and includes herein his facts and evidence in Nos. 1A-1H,

	supra.
42. Armstrong had not subjected Scientology to "fair game," and did not have a policy or practice of "fair game."	42. Ex. 10, 2:4,5.
43. Scientology had contracted with Armstrong's attorney, Michael Flynn, to not represent him or defend him in the event Scientology continued to attack Armstrong; which it did.	43. Ex. 10, 2:8-11; Exhibit 1(S), Ex parte application to continue hearing on motions for summary adjudication and declaration thereto executed April 7, 1995, at 4:26-6:23.
44. The liquidated damages provision applied to over seventeen years of Armstrong's life, about which it was impossible for him to be silent. On its face the "settlement contract," does not "permit" Armstrong to communicate his experiences to a doctor, lawyer, girlfriend, counselor, minister, or any agency of the government; or face a $50,000 penalty.	44. Ex. 10, 2:12-25; Plaintiff's Exhibit 1A.

45. Scientology was not intending to honor its promise to cease "fair game," but was intending to subject Armstrong and his friends to more "fair game," including publishing its own untrue and perverse accounts of Armstrong's history.	45. Ex. 10, 2:26-3:1.
46. Immediately after the "settlement," Scientology provided its account of Armstrong's history and documents concerning him to at least the Los Angeles Times, and shortly thereafter to at least the London Sunday Times. Scientology continued to attack Armstrong and subject him to more "fair game" after the settlement.	46. Ex. 10, 3:1-3:5; 9:17-10:16.
47. Scientology, by its "settlement contract," was going to maintain its action in the Court of Appeal against Armstrong after the "settlement." Through	47. Ex. 10, 3:6-11.

Scientology's acts, known by Scientology and its lawyers at the time of the settlement, Armstrong's whole history contained in the trial record, became a public record.	
48. Scientology maintaining its appeal, coupled with its intention to continue to subject Armstrong to "fair game," kept the pot of controversy boiling.	48. Ex. 10, 3:6-16.
49. Scientology had not been damaged in any way monetarily by any statement Armstrong had made at any time prior to the "settlement."	49. Ex. 10, 3:17-19.
50. There was and is no relationship between actual damages sustained by Scientology and the amount of the liquidated damages.	50. Ex. 10, 3:19-21.
51. All the money Scientology has spent on litigation concerning Armstrong has been	51. Ex. 10, 3:21-24.

to further its "fair game" goals in violation of his basic human and civil rights, not on "repairing" "damage" he has done.	
52. The unreasonableness of the liquidated damages provision is clearly demonstrated by the way Michael Flynn dealt with it. When Armstrong protested the unreasonableness and the impossibility of being silent about his seventeen years of experiences, Flynn said, "It's not worth the paper it's printed on;" "it's unenforceable." Flynn also said that "Scientology won't change it." For that reason and that reason alone there was no discussion of the liquidated damages provision beyond that point.	52. Ex. 10, 3:25-4:3.
53. Armstrong saw the liquidated damages provision at the time of the	53. Ex. 10, 4:3-9.

"settlement" as stupid, cruel and diabolic. Flynn said "It's not worth the paper it's printed on;" but "Scientology won't change it." Armstrong was left with only one option: if Scientology wants to keep the stupid, cruel and diabolic clauses in its enforceable "contract," so be it.	
54. Michael Flynn continues to say the liquidated damages provision is evil and unenforceable; but is afraid of Scientology's revenge if he comes forward to so state. Armstrong has called or written to Flynn on dozens of occasions to request him to put this statement and the underlying facts in a declaration. Without Scientology's release of him to help, he will not come forward.	54. Ex. 10, 4:10-14.
55. Nancy Rodes, another Flynn client in the 1986	55. Ex. 10, 6:9-14; Exhibit 1(AA), Excerpts from

"global settlement," signed a "settlement contract" which also includes a $50,000 liquidated damages provision.	transcript of deposition of Nancy Rodes, taken herein August 30, 1994, and "mutual release agreement," at p. 4, ¶ 6D.
56. Ms. Rodes testified that she was paid $7,500.00 in settlement of her claim.	56. Ex. 1(AA), 35:7-14.
57. Ms. Rodes testified concerning the condition prohibiting her talking about her life that she had been told by Flynn that "he didn't feel that that aspect of the Agreement would stand up."	57. Ex. 1(AA), 38:18,19.
58. Ms. Rodes testified that she had been told by Flynn that the "settlement agreement" is "not really enforceable...no legal document can really take away your rights."	58. Ex. 1(AA), 64:24-65:1.
59. Ms. Rodes testified that Flynn "gave [her] the understanding that the clause	59. Ex. 1(AA), 66:14-20.

which prevented [her] from discussing or communicating [her] experience in Scientology would not be enforceable."	
60. Ms. Rodes testified that in her decision to sign she relied "to a fairly large extent" on Flynn's telling her that he thought the provisions with respect to maintaining silence were not enforceable.	60. Ex. 1(AA) 74:1-6.
61. Ms. Rodes testified that since the "settlement" she has "discussed [her] experiences in Scientology with friends and people [she is] close to.	61. Ex. 1(AA), 73:1,2.
62. Ms. Rodes testified that she "didn't have so much to say, so much knowledge."	62. Ex. 1(AA), 65:18-19.
63. Michael Douglas, another Flynn client, testified in this case that he executed an "agreement" like that of Nancy Rodes and was paid $7,500.00	63. Exhibit 1(Z) Excerpts from transcript of deposition of Michael Douglas, taken herein August 30 and September 2, 1994, at 54:12-24.

as part of the 1986 "global settlement."	
64. Mr. Douglas testified that his "settlement contract" also contained a $50,000 liquidated damages provision.	64. Ex. 1(Z), 92:15-23.
65. Scientology's Exhibit 1(C)-B is a "settlement agreement" prepared by Michael Flynn and involving him and his "settling" clients. At page 4 it states: "[W]e acknowledge that many of the cases/clients involved in this settlement have been in litigation against the Church of Scientology for more than six to seven years, that many have been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and that the value of the respective claims stated therein is measured in part by the (a) length and degree of harassment; (b)	65. Ex. 10 at 7:11-8:3; Scientology's Exhibit 1(C)-B "settlement agreement" at p. 4.

length and degree of involvement in the litigation; (c) the individual nature of each respective claim in connection with either their involvement with the Church of Scientology as a member and/or as a litigant; (d) the unique value of each case/client based on a variety of things including, but not limited to, the current procedural posture of a case, specific facts unique to each case, and financial, emotional or consequential damage in each case." The "settlement agreement" involving Flynn and his clients does not anywhere state that the amount paid to the various "settling" parties by Scientology was related to the rights they were "giving up" by signing Scientology's "settlement agreement," nor how much damage each person could cause by speaking out against Scientology.

66. Before the 1986 "settlement" Armstrong had been subjected to intense, and prolonged harassment by the Church of Scientology throughout the litigation, and had been severely damaged emotionally by Scientology's intense and prolonged harassment. Scientology paid him to dismiss his lawsuit concerning its years of harassment which resulted in my emotional damage. Scientology did not pay Armstrong to be able to subject him to further intense and prolonged harassment and further emotional damage. Armstrong believes that because of Scientology's intense and prolonged harassment before the "settlement," and because of the emotional damage it inflicted, it owed him a duty to be extra careful not to subject him to any further harassment and any further	66. Ex. 10 at 8:3-17; Scientology's Exhibit 1(C)-B p. 4. Armstrong specifically repeats and includes herein his facts and evidence in Nos. 1A-1H, supra.

emotional damage. Scientology's duty is reflected in its promise to cease all "fair game" activities as an inducement to "settle" Armstrong's lawsuit.

ARMSTRONG'S ISSUE NO. II

Armstrong's Claim: Scientology had a completely overwhelming bargaining power at the time of the "settlement;"

Armstrong incorporates herein his Disputed Fact and Evidentiary Support Nos. 1-66 supra.

67. Armstrong had an utterly unequal bargaining power at the time of the "settlement," and yet made a sincere effort to address the provision and negotiate.	67. Ex. 10 at 4:19-22.
68. Armstrong was positioned by Flynn and Scientology as a "deal breaker." He was flown to Los Angeles from Boston without seeing one word of the "settlement contract." He was flown to Los Angeles to "sign" after Flynn's other clients had been brought to Los	68. Ex. 10 at 4:22-5:3.

Angeles. He was told by Flynn that there would be no deal for anyone unless he signed. He was told by Flynn that Scientology would continue to subject him, all Flynn's other clients, and himself to "fair game" unless Armstrong signed. Armstrong was told by Flynn that Scientology was promising to cease "fair game" against everyone, and that the cessation of "fair game" depended on Armstrong's signing.	
69. Armstrong estimates that Scientology at the time of the "settlement" had a net worth estimated at $500,000,000. Armstrong had a net worth of zero.	69. Ex. 10 at 5:3-5.
70. Prior to Armstrong's arriving in Los Angeles Scientology had already got Flynn to agree to sign a contract to not represent or assist him if Scientology	70. Ex. 10 at 5:5-11.

attacked him after the "settlement." Flynn's co-counsel in Armstrong's case, Julia Dragojevic, was not representing his interests, but was going along with whatever deal Flynn obtained from Scientology. Armstrong was essentially without an attorney representing his interests and broke.	
71. Scientology had millions of dollars, a formidable litigation machine in-place and operating, and Armstrong's own attorney intimidated and compromised.	71. Ex. 10 at 5:12-14.
72. Nevertheless Armstrong objected to the liquidated damages provision and attempted to negotiate, only to be told by Flynn that "it's not worth the paper it's printed on."	72. Ex. 10 at 5:14-16.
73. Flynn statement that "it's not worth the paper it's	73. Ex. 10 at 5:16-22.

printed on" was not a shock to Armstrong because he had been required to sign similar "non-disclosure" documents with liquidated damages provisions while inside Scientology, and Flynn had stated many times that such documents were "not worth the paper they were printed on." These documents were also found to be unenforceable by the Court in Armstrong's original case with Scientology.	
74. If Flynn had stated or even implied at the 1986 "global settlement" that the liquidated damages provision was valid and enforceable Armstrong would never have signed the document.	74. Ex. 10 at 5:22-25.

ARMSTRONG'S ISSUE NO. III

Armstrong's Claim: Scientology's calculation of the liquidated damages is unfathomable.

Armstrong incorporates herein his Disputed Fact and Evidentiary Support Nos. 1-74 supra.

75. In its first amended complaint, Scientology claims that for a single letter Armstrong wrote on December 22, 1992, in which he attempted to bring peace to Scientology's conflict, it is due $950,000.00 in liquidated damages.	75. Ex. 10, 24:6:12; Scientology's request for judicial notice, Exhibit A, First amended complaint, fourteenth cause of action, at 20:8-21:7.
76. In Scientology's motion it claims that Armstrong "spoke multiple times with Geertz' counsel, Graham Berry, concerning his claimed Scientology knowledge and experiences;" "met with a cadre of other anti-Scientology litigants and would-be witnesses, at Berry's office, wherein all discussed Scientology, their claimed knowledge and experiences;" and "furnished Berry with not one, but two declarations describing his claimed Scientology knowledge and experiences." For all these "breaches" involving all these	76. Ex. 10, 24:6:12; Scientology's motion for summary adjudication of 13th, 16th, 17th and 19th causes of action, at 9:11-10-4.

people Scientology seeks a "mere" $50,000.00.

77. To Armstrong, there appears to be no rhyme nor reason to Scientology's calculation of its "damages;" only whim. To Armstrong these unfathomable, whimsical calculations simply demonstrate the ridiculous nature of the "contract," rendered, in Scientology's untrustworthy hands, horribly cruel.	77. Ex. 10, 24:21-25.

ARMSTRONG'S ISSUE NO. IV

Armstrong's Claim: Scientology obtained Armstrong's signature on the subject settlement document by duress.

Armstrong incorporates herein his Disputed Fact and Evidentiary Support No. 1, A-H, *supra*.

ARMSTRONG'S ISSUE NO. V

Armstrong's Claim: Scientology obtained Armstrong signature on the subject settlement document by fraud.

Armstrong incorporates herein his Disputed Fact and Evidentiary Support Nos. 1, A-H, *supra*.

78. Flynn advised Armstrong prior to Armstrong's signing the settlement agreement that Scientology had promised that in exchange for his signing the agreement it was ceasing all fair game activities and all attacks against Armstrong, and everyone else.	78. Ex. 1, 9:1-15; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(G), 9:25-10:4, 11:15-17; Exhibit 1(S), Ex parte application to continue hearing on motions for summary adjudication and declaration thereto executed April 7, 1995, 5:10-22.
79. The settlement agreement contains the following language: 7 I. "...the "slate" is wiped clean concerning past actions by any party." 18. "(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety. (E) The parties further agree to forbear and refrain	79. Plaintiff's Evidence, Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, pp. 11, 15.

from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement."	
80. Armstrong believed that the above quoted clauses in the settlement agreement required that Scientology forbear and refrain from further acts of fair game against him, and that Scientology would not say or publish anything about him, other than that the case had been settled in its entirety.	80. Ex. 1, 15:1-10; Ex. 1(G), p. 12, ¶18.
81. Indeed, Scientology entity Author Services, Inc.'s attorney Lawrence Heller, who "was personally involved in the [1986] settlements," stated in a declaration executed November 1, 1989 in support of Scientology's motion to delay or prevent the taking of certain third party	81. Ex. 1(A)(D) Notice of Motion and Motion by Defendant Author Services, Inc to Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiff dated November 1, 1989 in Corydon v. Scientology, LASC No. C 694401, declaration of Lawrence E. Heller, 8:27-9:16.

depositions, including Armstrong's, that: "The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved."	
82. Attorney Heller repeated this averment in the memorandum of points and authorities, stating: "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences with the Church of Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners."	82. Ex. 1(A)(D), 4:9-19.
83. In his call to Armstrong on November 20, 1989, Heller	83. Ex. 1(A), p. 21, ¶ 44; Ex. 1(B), p. 6, ¶ 13, pp.

also stated that Scientology had signed a non-disclosure agreement as well and as far as he knew had lived up to the agreement. Armstrong listed out for Heller statements made by Scientology in violation of the agreement.	12,13, ¶19; Ex. 1(B)(L), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on November 20, 1989; Ex. 1(B)(M), Transcript of Gerald Armstrong's side of telephone conversation with Lawrence Heller on November 20, 1989 p. 2.
84. If Armstrong had known that the meaning of the settlement agreement was that Scientology was free to attack him or anyone else, that it was going to continue fair game as before, and that he would be legally unable to respond or defend himself or anyone else, he would never, for all the money in the world, have signed the document.	84. Ex. 1, 15:1-10; Ex. 1(H), p. 18, ¶17.
85. Since Armstrong signed the settlement agreement, Scientology reneged on its	85. A. Ex. 1(A), pp. 7-9, ¶¶ 15-19, p. 20, ¶ 43; Ex. 1(A)(E), Excerpts from 1987

promise and continued its fair game attacks on him. These fair game attacks after December, 1986, but prior to any acts by Armstrong, which Scientology alleges are breaches of the agreement, include, but are not limited to:	Scientology "Dead Agent" document.
A. Delivering "dead agent documents," on him to various media representatives.	
B. Publishing its own false descriptions of his Scientology experiences.	B. Ex. 1, 10:12-24; Ex. 1(A), pp. 7-9, ¶¶ 15-19; Ex. 1(A)(E).
C. Disseminating to the media an edited, misleading and defamatory version of a secret and illegal videotape its agents made of him.	C. Ex. 1(A), p. 20, ¶ 43; Ex. 1(A)(N), Business card of Eugene M. Ingram on copy face of videocassette; Ex. 1(G), 14:24-15:3.
D. Disseminating his own documents which Scientology itself had requested be sealed.	D. Ex. 1(A), pp. 10-12; Ex. 1(A)(F), First Affidavit of Kenneth Long executed October 5, 1987 and filed in Scientology v. Miller & Penguin Books, High Court of

	Justice, London, England, Case No. 1987 C 6140, p. 2-14, ¶¶ 2-26, and all exhibits thereto.
E. Filing affidavits about him in a civil lawsuit in England which falsely asserted, inter alia, that he violated court orders and was an admitted agent provocateur of the US Government.	E. Ex. 1(A), pp.9-18, ¶¶ 21-39; Ex. 1(A)(F), p. 2-14, ¶¶ 2-26; Ex. 1(A)(G), Second Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2-17, ¶¶ 3-32; Ex. 1(A)(H), Third Affidavit of Kenneth Long executed October 5, 1987 and filed in Miller, p. 2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1(A)(I), First Affidavit of Sheila Chaleff executed October 5, 1987 and filed in Miller, p. 3, ¶ 7; Ex. 1(A)(J), Fourth Affidavit of Kenneth Long executed October 7, 1987 and filed in Miller, p. 2-8, ¶¶ 2-16; Ex. 1(A)(K), Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in Miller, p. 2-7, ¶¶ 3-15.
F. Threatening him with	F. Ex. 1(A), p. 9, ¶ 20.

being sued if he even talked to attorneys in the case in which the false charges were being made about him.	
G. Threatening to expose a private writing if he did not assist Scientology's effort to prevent a civil litigant, Bent Corydon from obtaining access to the Armstrong case file.	G. Ex. 1(A), p. 18, ¶ 40.
H. Threatening him with being sued if he testified about his Scientology experiences even pursuant to a subpoena.	H. Ex. 1, 11:2-11; Ex. 1(A), pp. 2,3, ¶4, pp. 3,4, ¶¶ 7,8, pp. 7-9, ¶¶ 15-19; pp. 20,21, ¶44; Ex. 1(B), pp. 9,10, ¶ 16; pp. 11-13, ¶¶ 18, 19; Ex. 1(B)(J), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on October 23, 1989; Ex. 1(B)(K), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on October 25, 1989; Ex. 1(B)(L); Ex. 1(B)(M); Ex. 1(H), p. 11, ¶ 14.

I. Threatening him with being sued for being in court to attend a hearing concerning his own deposition.	I. Ex. 1(A), p. 23, ¶ 51; Ex. 1(B), pp. 11, 12, ¶18, Ex. 1(B)H, Declaration of Gerald Armstrong, executed March 26, 1990.
86. The first thing Armstrong did in response to Scientology's post-settlement fair game attacks was to file two petitions in the California Court of Appeal to be able to respond in the then pending appeal Scientology had taken from the 1984 decision in the Armstrong case, and the appeal Scientology had taken from the unsealing by Bent Corydon of the Armstrong court file. Over Scientology's objections, the Court of Appeal granted his petitions. The Court also unsealed the subject settlement agreement, which Armstrong had filed as a "sealed exhibit" to his petitions.	86. Ex. 1, 11:11-20; Ex. 1(A) and all Exhibits thereto; Ex. 1(A), pp. 23,24, ¶¶ 52-54; Ex. 1(A)(P), Respondents's Petition for Permission to File Response and for an Extension of Time to File Response filed in the California Court of Appeal February 28, 1990 in Scientology v. Armstrong, Case No. B025920; Ex. 1(A)(Q), Defendants's Petition for Permission to File Response and for Time to File filed in the California Court of Appeal March 1, 1990 in Scientology v. Armstrong, Case No. B038975; Ex. 1(B), and all Exhibits thereto; Ex. 1(G), 15:25-16:4.
87. From the time Armstrong	87. A. a. Ex. 1, p. 20, ¶ 40-

petitioned the Court of Appeal, Scientology has continued its fair game attacks on him without ceasing. These fair game attacks include, but are not limited to: A. Disseminating to the media "dead agent packs" of "black propaganda" on him which provide Scientology's false version of Armstrong's experiences and include at least the following lies:	A, Exhibit O, Set of Bates-stamped Scientology publications, known as "dead agent documents" concerning Gerald Armstrong and Judge Paul G. Breckenridge, Jr., produced by Scientology herein, and authenticated by Scientology representative Lynn R. Farny, at Bates stamped pages 200048, 200054; 200191; 200196.
a. that Armstrong testified falsely at trial in 1984;	
b. that he "has adopted a degraded life-style;"	b. Ex. 1(O), 200049; 200191.
c. that he was "apparently naked" in a newspaper photo;	c. Ex. 1(O), 200049, 200191.
d. that he is connected to Cult Awareness Network described as "a referral agency for those who engage in	d. Ex. 1(O), 200049; 200191.

the illegal activity of kidnapping adults for the purpose of forcibly persuading them to abandon their religious beliefs;"	
e. that Armstrong's defense at his 1984 trial "was a sham and a fraud;"	e. Ex. 1(O), 200049, 200050; 200192; 200359.
f. that the LAPD "authorized [Scientology's] videotapes of Armstrong;	f. Ex. 1(O), 200050; 200192; 200360.
g. that Armstrong wanted to plant fabricated documents in Scientology files and tell the IRS to conduct a raid;	g. Ex. 1(O), 200050-200052; 200360; 200361; 200669.
h. that he wanted to plunder Scientology for his own financial gain;	h. Ex. 1(O), 200051; 200193.
i. that he never intended to stick to the terms of the settlement agreement;	i. Ex. 1(O), 200053; 200196; 200362.
j. that Armstrong's	j. Ex. 1(O), 200054; 200196.

motives in writing attorney Eric Lieberman regarding the *Nothling* case were money and power;	
k. that he was incompetent as a researcher on the Hubbard biography project;	k. Ex. 1(O), 200054; 200196; 200367.
l. that he wanted to orchestrate a coup in which members of the US Government would wrest control of Scientology.	l. Ex. 1(O), 200052; 200194.
B. Using transcripts and other documents to attack Armstrong which Scientology itself has insisted be sealed.	B. Ex. 1(O), 200072-200094; 200096-200013; 200670; 200054 ("section 11"); 200055 ("section 13"); 200196 ("section 11"); 200670 ("(See letter, page 31)"); 200361 ("Section 2"); 200368 ("Section 19").
C. Publishing "black propaganda" on Armstrong without stating its source which provide Scientology's	C.a. Exhibit 1(L), Scientology publication entitled ""FACTNet" - Perversions, Criminality and Lies."

false version of his experiences and include at least these false and/or perverted charges:	Scientology at p. 3.
a. that he was formerly a heavy drug user;	
b. that he was paid to provide homosexual sex;	b. Ex. 1(L), at p. 3.
c. that a Marin Independent Journal photo showed him in the nude holding the globe;	c. Ex. 1(L), at p. 3.
d. that he is a psychotic and lives in a delusory world;	d. Exhibit 1(M), Scientology publication entitled ""FACTNet" Still Off the Rails," at p. 2.
D. Scientology (CSI) director Michael Rinder on May 9, 1994, wrote a letter to the Mirror Newspaper Group in London, United Kingdom in which he stated that Armstrong "has now distinguished himself by posing naked in a newspaper;"	D. Exhibit 1(N), Letter from Michael Rinder, Church of Scientology International executive and director of plaintiff herein, to Mirror Group Newspapers in London, United Kingdom dated May 9, 1994, at p. 2.

E. Church of Scientology International President Heber Jentzsch on August 5, 1993 wrote a letter to E! Television in which he stated that Armstrong "has no relation to art or artists...except, of course, for the photo of himself, nude, hugging the globe;"	E. Exhibit 1(U), Letter from Church of Scientology International President Heber Jentzsch to E! Television dated August 5, 1993.
F. Scientology agent Eugene Ingram spread the rumor that Armstrong has AIDS;	F. Ex. 1, 23:20-23, Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, executed September 9, 1995, 10:1-6, 11:13-25; Exhibit 10(A), Videotape taken by Eugene Ingram of Gerald Armstrong at November, 1992 Cult Awareness Convention, produced by Scientology herein (lodged separately).
G. Scientology agent Garry Scarff was briefed by	G. Exhibit 1(K), Declaration of Garry L. Scarff, executed

Ingram to expand on the "fuck buddy" relationship between attorney Ford Greene and Armstrong;	February 11, 1993 and filed herein in opposition to order to show cause re contempt, at 4:6-10, 5:10-12.
H. Filing declarations in various courts containing false charges, and then using the settlement agreement to prevent him from responding or punish him for responding;	H. Exhibit 1(P), Declaration of David Miscavige, executed February 8, 1994 and filed in Scientology v. Steven Fishman, supra, 31:22-32:14; Scientology's Request for Kudicial Notice, Exhibit A, second amended complaint, 19th cause of action, at 25:16-26:18; Scientology's motion for summary adjudication of 13th, 16th, 17th & 19th causes of action, at 9:9-10:4; Exhibit 1(E)(C), Scientology's Supplemental Memorandum in Support of Defendant's Motion to Dismiss Complaint with Prejudice, filed August 26, 1991 in Aznaran, supra, at 5:11-6:12, and declaration of Lynn R. Farny appended thereto, at pp 39-41; Scientology's evidence in support of motion for summary

	adjudication, Exhibit 1J, declaration of Gerald Armstrong executed September 3, 1991, and filed in Aznaran.
I. Attempting to have Armstrong jailed for contempt of court based on mischaracterization of his actions and manufactured actions;	I. Ex. 1(H)(DD), Scientology's Ex parte Application for Order to Show Cause Why Gerald Armstrong Should Note Be Held in Contempt, filed herein December 31, 1992; Exhibit 1(J) Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, Authenticating Exhibits, 7:20-8:12; Ex. 1(J)(L); Exhibit 1(J)(M), "Why Thetans Mock Up," Scientology Bulletin by L. Ron Hubbard dated October 1, 1969, Bates stamped p. 700576; Plaintiff's Evidence, Exhibit 1EEEE, declaration of Gerald Armstrong, executed February 2, 1993.

J. Providing documentation to Premiere magazine about Armstrong, including partial transcripts of the illegal Ingram videotaping of Armstrong and then using the settlement agreement to punish Armstrong for responding;	J. Exhibit 1(Q), Article "Catch a Rising Star," by John H. Richardson in Premiere, September, 1993, p. 88; Scientology's motion for summary adjudication, at 8:18; Scientology's evidence, Exhibit 1GGG, letter from Gerald Armstrong to Premiere.
K. Providing a press release to the Marin Independent Journal concerning the Court's ruling of January 27, 1995, which discusses Armstrong's Scientology experiences and contains the false statement that he "promised [in the settlement agreement] to refrain from spreading falsehoods about [Scientology];" and then using the settlement agreement to punish Armstrong for responding;	K. Exhibit 1(T), Scientology press release from Nancy O'Meara and Andrew H. Wilson regarding January 27, 1995 ruling by Judge Gary W. Thomas granting summary adjudication; Scientology's motion for summary adjudication, at 14:22-15:5; Scientology's evidence, Exhibit 1IIII, letter from Gerald Armstrong to Nancy O'Meara.
L. Secretly videotaping him.	L. Ex. 1(E)(E), pp. 29-33, Letters of August 21 and August 22, 1991 to Scientology

	attorney Eric Lieberman.
88. Scientology has also continued to carry out fair game against its other perceived enemies, many of them Armstrong's friends and associates who include Ford Greene, Hana Whitfield, Dennis Erlich, Lawrence Wollersheim, Jonathan Atack, Margery Wakefield, Nancy McLean and Malcolm Nothling.	88. Ex. 1, 24:5-24; Ex. 10, 11:5-12:7; Ex. 9, 1:18-5:21; Ex. 9(B), in toto; Ex. 2, 1:12-27, 8:20-26, 6:21-12:18; Ex.2(A), 8:5-29:17, 38:4-41:7; Exhibit 3, Declaration of Dennis Erlich in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 3:9-19; Exhibit 4, Declaration of Margery Wakefield in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995, 3:25-3:17; Exhibit 4(B), Scientology's Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Criminal

Contempt, filed February, 1993 in Wakefield v. Scientology, US District Court for the Middle District of Florida, Case no. 82-1313-Civ-T-10; Exhibit 5, Declaration of Keith Scott in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, executed April 5, 1995, 3:6:15; Exhibit 6, Declaration of Malcolm Nothling in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 2, 1995, 2:6-11, 2:17-21; Exhibit 6(A), Sworn Statement, pp 1,2, ¶¶ 3-7; Ex. 7, pp. 1-3, ¶¶ 6-12, p. 4, ¶ 16; Exhibit 7, § "General Report on Scientology - Declaration of Jonathan Caven-Atack," p. 1, ¶2, pp.

12-16, ¶¶68-90; Exhibit 7(A) Booklet "Total Freedom Trap: Scientology, Dianetics and L. Ron Hubbard, by Jon Atack, Theta Communications, Ltd., 1992, pp. 18,19, 28; Exhibit 7(B), Scientology Booklet "Anatomy of a Propagandist" Theta Communications International, undated. pp. 1-end; Exhibit 8, Declaration of Nancy McLean in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 5, 1995, 1:17-3:6; Ex.1(L), pp. 1-5; Ex. 1(M), pp. 1-3.

ISSUE NO. VI

Armstrong's Claim: The settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-88, supra.

89. Scientology's interpretation of the settlement agreement is that it can say whatever it wants to anyone in any form at any time about Armstrong and that he has no right to respond.	89. Ex. 1, 15:1-3; Ex. 1(B)(F), Declaration of Lawrence Heller executed March 27, 1989 and filed in Corydon, supra., 34:26-35-13; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.
90. Armstrong has been "fair game" since 1982.	90. Ex. 1(A)(A), 5:3-19; 7:9-12:9; Ex. 1(A)(A) Appendix, 13:4-15:3; Ex. 1(B), pp. 17, 18, ¶ 27; Ex. 1(C), at 920, 921, 925; Exhibit 1(I)(U), Deposition testimony herein July 11 and July 26, 1994 of Lynn Farny ("Farny") Secretary and corporate representative of plaintiff CSI, at 250:24-251:6; Ex. 1(I)(AA); Ex. 1(I)(BB); Ex. 1(I)(CC), "Suppressive Persons and Suppressive Groups List, Flag Executive Directive" dated July 25, 1992, (alphabetical list). Armstrong specifically

	repeats and includes herein his evidence in additional facts Nos. 85 and 87, supra.
91. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.	91. Ex. 1(A) p. ¶ 1; Ex. 1(A)(A), 12:10-16; Exhibit 1(A)(B) Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912, at 13; Ex. 1(G), 11:7-10; Ex. 1(H), p. 18, ¶17.
92. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and others and its release of him from all acts and claims, to dismiss his cross-complaint and release Scientology for all its acts and claims up to the date of settlement. Nowhere in the agreement does it state that Armstrong released Scientology from future acts, that Scientology may say or publish whatever it wants about him, nor that he	92. Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C; Ex. 1, 9:1-25; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(A)(D), declaration of Lawrence E. Heller, 8:27-9:16; Ex. 1(G), 9:25-10:4, 11:15-17; Ex. 1(S), and declaration thereto, 5:10-22.

waived any right to respond to any such statement.	
93. The settlement agreement, however, specifically states that Armstrong waived his right to respond in any appeal Scientology might take from the 1984 decision in his case by Judge Breckenridge.	93. Plaintiff's Evidence, Exhibit A, pp. 4,5, ¶¶ 4A, 4B.
94. In spite of that specific waiver, the Court of Appeal granted Armstrong's petition to respond, which was based in part on his assertion that being held by contract from not responding worked a fraud upon the Court.	94. Ex. 1(A)(P).
95. The Court of Appeal also granted Armstrong's petition to respond in the appeal Scientology had taken from the unsealing of the Armstrong court file, which petition was based in part on his assertion that being held by contract from not responding worked a	95. Ex. A, and all exhibits thereto; 1(A)(Q); Ex. B, and all exhibits thereto; Ex. C.

fraud upon the Court, and on the acts of fair game perpetrated against him by Scientology after the 1986 settlement.	
96. Flynn advised Armstrong that what Scientology was paying him for in the settlement was his dismissal of his cross-complaint and his release of Scientology for all its prior acts.	96. Ex. 1(B), p. 3, ¶7; Plaintiff's Evidence, Exhibit A, ¶¶ 1,4,5,6,8; Ex. 1(G), 8:28-9:5.
97. Armstrong never agreed to permit Scientology to continue fair game, to be himself a punching bag, or a willing victim, to be a tool of Scientology's obstruction of justice or its suppression of our brothers; and would never agree to such a condition for any amount of money.	97. Ex. 1, 14:28-15:10; Ex. 1(A), p. 7, ¶ 14, p. 22, ¶ 46; Ex. 1(B), pp. 17, 18, ¶27; Ex. 1(H), p. 18, ¶ 17.
98. Other people who understand Scientology's fair game philosophy and practices	98. Ex. 9, 4:4-5:13; Ex. 2, 17:13-26; Ex. 3, 3:20-4:8; Ex. 4, 3:9-17; Ex. 5, 1:21-3; Ex.

also view Scientology's interpretation of the settlement agreement unconscionable.	6, 1:23-4:6; Ex, p. 3, ¶¶ 12-16.
99. Nancy McLean and Margery Wakefield, view the way Scientology is using the settlement agreements as so unconscionable that they have risked court orders and prison to continue to speak out against Scientology's antisocial practices.	99. Ex. 1, 24:5-24; Ex. 4, 2:25-17; Ex. 4(B); Ex. 8, 2:22-25.
100. On December 23, 1991, at the hearing of a motion brought by Scientology in the original Armstrong case to enforce the settlement agreement, Los Angeles Superior Court Judge Bruce R. Geernaert, stated regarding the agreement: "So my belief is Judge Breckenridge, being a very careful judge....if he had been presented that whole agreement and if he had been	100. Exhibit 1(Y), Partial transcript of proceedings, December 23, 1991, in Scientology v. Armstrong, Los Angeles Superior Court No. C 420153, at 52:5:19.

asked to order its performance, he would have dug his feet in because that is one .... I’ll say one of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms if I had been asked to, even on the threat that, okay the case is not settled. ¶ I know we like to settle cases. But we don’t like to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest."	
101. On February 19, 1992, fifteen days after Scientology filed the instant case, Armstrong’s attorney Ford Greene wrote to Scientology attorney Laurie Bartilson and requested that Scientology release Armstrong’s attorneys Michael Flynn, Bruce Bunch and Julia Dragojevic from any	101. Exhibit 1(V), Letter from Ford Greene to Laurie Bartilson dated February 19, 1992.

contract by Scientology which prohibited them from providing Armstrong with a declaration or otherwise assisting him in this case.	
102. On February 24, 1992, Greene wrote to Bartilson and requested that Scientology release other settling parties, specifically, Nancy Dincalci, Kima Douglas, Michael Douglas, Robert Dardano, Warren Friske, William Franks, Laurel Sullivan, Edward Walters, Howard Schomer, Martin Samuels, Julie Christopherson, Nancy McLean, Tonja Burden, Gabe Cazares and Margery Wakefield, from any contract by Scientology which prohibited them from providing Armstrong with a declaration or otherwise assisting him in this case.	102. Exhibit 1(W), Letter from Ford Greene to Laurie Bartilson dated February 24, 1992.
103. On March 3, 1992 Bartilson wrote to Greene,	103. Exhibit 1(X), Letter from Laurie Bartilson to Ford

refusing to release Armstrong's attorneys or other settling parties. Scientology has refused throughout this litigation to release either Armstrong's attorneys or the settling parties from any contracts by which they are prohibited from assisting Armstrong.

Greene dated March 2, 1992.

104. Flynn recently told Armstrong that if he were free to do so he would testify that:

Scientology prior to and during the time he was involved in litigation used the legal system and force against perceived critics and targeted "enemies" to eliminate ideas antithetical to its own; that this went under the heading "fair game," and included the concepts of "attack the attacker," and "black propaganda;" that Scientology swore to give up these practices and begged for

104. Ex. 1(S), 4:26-6:23.

a settlement as a means of obtaining an opportunity to prove that it had given up these practices; that, but for Scientology's promise that it was giving up all fair game practices, he would never have agreed to sign, nor had Armstrong or any other client agree to sign, Scientology's settlement documents; that the depth of his and Armstrong's principles and extent of dedication to the truth is manifested by the successful litigation of the case Scientology v. Armstrong, Los Angeles Superior Court No. C 420153; that intrinsic to the agreement was the recognition that the Armstrong cross-complaint was about to go to trial, that Scientology had substantial liability therein, and that there had been a verdict of $30,000,000 against Scientology in the case of Wollersheim v. Scientology, also in LA Superior Court within less than five months of the December, 1986 settlement; that he was the subject of fair game from 1979 through 1986, had been sued fifteen times by Scientology, had been harassed unmercifully, framed, threatened, his marriage ruined and his family and career threatened, and that he was desperate to get out of the fair game threat; that there were no negotiations concerning the liquidated damages condition of the settlement agreement; that there were no negotiations involving Armstrong; that he believed that, despite Scientology's refusal to not include the condition, it was and is unenforceable, and told Armstrong so at the time; that there is no reasonable relationship between Scientology's actual damages and the liquidated damages; that the bargaining power of

the parties was completely lopsided in Scientology's favor; that there was supposed to be a "clean slate," after the settlement; and, that if Scientology published anything about Armstrong after the settlement Armstrong was not prohibited from responding to such post-settlement statements.	
105. On April 6, 1995, Armstrong applied to Judge Gary W. Thomas ex parte for an order releasing Flynn from the contract by which Scientology prohibited him from helping Armstrong. Scientology opposed Armstrong's application and Judge Thomas denied it.	105. Ex. 1(S).

ISSUE VII

Armstrong's Claim: Scientology's hands are unclean in this transaction and Scientology is therefore barred from obtaining the relief it seeks.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-105, supra.

106. In his decision after the 1984 trial in the Armstrong case Judge Breckenridge ruled that Scientology did not have "clean hands," with respect to Armstrong as a result of its "suppressive person" declares and the fair game actions which followed.	106. Ex. 1(A), 1:25-28.
107. This decision was affirmed in its totality by the Court of Appeal in 1991, which also noted that the "declares" subjected Armstrong to,the "Fair Game Doctrine," "which permits a suppressive person to be "tricked, sued or lied to or destroyed...[or] deprived of property or injured by any means by any Scientologist."	107. Ex. 1(C).
108. Following the Breckenridge decision, Scientology continued to subject Armstrong to fair game.	108. Ex. 1, 5:5-6:19; Ex. 1(G), 6:13-7:7; Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(0); Ex. 1(B), p. 1, ¶ 2; Ex. 1(B)(O), 3:15-8:16; Ex. 1(B)(P), 6:4-11:12.

109. Scientology subjected Armstrong's attorney Michael Flynn to fair game.	109. Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4,5 ¶8, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, p. 4, ¶16; Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O).
110. Scientology promised to discontinue fair game against Armstrong and others as an inducement for settlement; then reneged on that promise and have continued fair game against Armstrong since the settlement.	110. Ex. 1, 9:1-15; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(G), 9:25-10:4, 11:15-17; Ex.1(S), 5:10-22. Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 85 and 87, supra.
111. Prior to Armstrong speaking publicly about his experiences in Scientology, Scientology engaged him in public controversy by publishing and disseminating its own versions of his experiences, and has continued thereafter to publish and disseminate its versions of his experiences.	111. Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 85 and 87, supra.

ISSUE VIII

Armstrong's Claim: The settlement agreement and Scientology's enforcement thereof are obstructive of justice.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-111, supra.

112. Scientology claims that by the settlement it was free to comment upon Armstrong's statements, and that Armstrong could not respond to Scientology's post-settlement comments.	112. Ex. 1, 15:1-3; Ex. 1(B)(F), 34:26-35-13; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.
113. Scientology characterized Armstrong's statements, which it claims it is free to comment on, as "often bizarre allegations."	113. Ex. 1(B)(E), Scientology's Opposition of Defendants to Motion for an Order Directing Non-Interference with Witnesses and Disqualification of Counsel, filed March 27, 1990 in Corydon, supra, 14:25-15:1.
114. Lawrence Heller testified that "[a]t the time of the Armstrong settlement, information from Mr. Armstrong	114. Ex. 1(B)(F), 35:2-4.

was being used in a number of cases around the world."	
115. Scientology staff member Kenneth Long stated in a declaration executed January 19, 1995 that prior to December, 1986, Armstrong had testified in 15 cases a total of 28 trial days, had been deposed for 19 days, and had executed 28 declarations in 15 cases all of which concerned Scientology and its related entities.	115. Exhibit 1(BB), Declaration of Kenneth D. Long in support of plaintiff's reply in support of motion for summary adjudication of the fourth, sixth and eleventh causes of action of plaintiff's second amended complaint, filed herein January 20 1995, 1:24-28.
116. In the same declaration Long describes Armstrong as, inter alia, "an anti-Church litigant and a professional witness against the Church in other litigation" and "a paralegal who worked extensively on anti-Church cases."	116. Ex. 1(BB), 1:20:22.
117. In Armstrong's expert opinion, "[t]he whole set of "settlement agreements," which	117. Ex. 1, 15:10-20.

are commonly known as the "Flynn agreements," are unfair to anyone who litigates either as a defendant or plaintiff against Scientology, since these agreements remove knowledgeable witnesses from the legal arena and drive up litigation costs. The "agreements" are also unfair to the public because they allow Scientology's leaders to rewrite history, lie about judicially credited information, attack the sources of that information without response, and convey the idea that it is futile to speak the truth or oppose their tyranny. These "agreements" obstruct justice."

ISSUE IX

Armstrong's Claim: All of Armstrong's experiences concerning which Scientology seeks to silence him are religious in nature and the silencing of the expression of such experiences by court order is completely barred by the First Amendment to the United States Constitution.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-117, supra.

118. Scientology claims to be a religion.	118. Plaintiff's Evidence: Request for Judicial Notice, Exhibit A, face; all papers filed by Scientology herein.
119. Scientology claims in its By-Laws to be "an association of persons having incorporated exclusively for religious purposes under the laws of the State of California as the same relate to Nonprofit Religious Corporations."	119. Exhibit 1(CC), Revised By-Laws of Church of Scientology International. p. 1, preamble.
120. In its By-Laws Scientology defines "Religion of Scientology" and "Scientology" as "the religious doctrines, beliefs, tenets, practices, applied religious philosophy and technology for its application as developed by L. Ron Hubbard and as the same may hereafter be developed by L. Ron Hubbard."	120. Ex. 1(CC), p. 3, ¶ c.

121. In its By-Laws Scientology defines "Scriptures" as "the writings and recorded spoken words of L. Ron Hubbard with respect to Scientology and organizations formed for the purposes thereof."	121. Ex. 1(CC), p. 3, ¶ d.
122. Scientology's By-Laws state that the purposes of "a Church of Scientology:" "The corporation shall espouse, present, propagate, practice, ensure and maintain the purity and integrity of, the religion of Scientology, as the same has been developed and may further be developed by L. Ron Hubbard."	122. Ex. 1(CC), p. 4, Article III.
123. Scientology's By-Laws state that the purposes of its "religious orders" shall be the carrying out of the religious and administrative activities of [Scientology]," the "supervision of ecclesiastical affairs of	123. Ex. 1(CC), p. 28, § 3.

other churches of Scientology."	
124. Armstrong was a member of Scientology's "religious order," the Sea Organization, members of which sign a billion year contract, from 1971 through 1981, the period of almost all of his significant experiences about which Scientology seeks to silence him.	124. Ex. 1, 27:23-27.
125. Armstrong believes that his experiences in Scientology are religious, indeed sacred, because they were created and motivated by God for His Glory.	125. Ex. 1, 27:10-13.
126. Armstrong believes that through God's Grace and Wisdom he came to see that the faith he put in Hubbard, and in his philosophy, mental "science" and organizational policies, throughout his Scientology years was misplaced. He came	126. Ex. 1, 2:28-3:23.

to see that despite that misplaced faith, God never deserted him, that God was with him, keeping him safe every moment. Armstrong believes that throughout his Scientology years, through abuse, danger, and betrayal, He kept his heart from being hardened beyond salvation. Armstrong believes that God kept him from being completely taken over by Scientology through all the years of indoctrination, mind control, "ethics," threat and punishment, and through the more than a thousand hours of "auditing." Armstrong believes that when Hubbard assigned him twice to the Rehabilitation Project Force (RPF), Scientology's prison, for a total of twenty-five months, when Hubbard had his messengers order Armstrong's wife to leave him, when he was ordered security checked for questioning Hubbard's truthfulness, God brought him through safely, made him stronger and wiser, and kept his heart from hardening. Armstrong believes that he was so deeply involved with Scientology, so devoted to an ungodly man and his ungodly teaching, only God's Own leading him, through His mysterious way, could have saved him. Armstrong believes that God led him into the Hubbard archive and biography project, brought him to study the Hubbard's secret papers and document his duplicity, and freed Armstrong's faith from Scientology, on which it had been misplaced.

127. Armstrong believes that in his post-Scientology period, when first in the outside world, confused and afraid, God took him in His Hands for particular care and teaching. Armstrong believes that when Scientology's	127. Ex. 1, 4:5-5:1.

leaders sent hired private investigators to spy on him and his wife, and to terrorize them, God kept him, emotionally intact. Armstrong believes that at the first hearing in his case in 1982, God somehow put into his hands a tiny tract of Bible quotes which he held and put his heart on as fear gripped at him. Throughout the 1984 trial, where Armstrong was on the stand for about ten days, he depended on the Twenty-third Psalm to calm his mind and heart.

128. Armstrong believes that for His Purposes God allowed him to be terrorized by Scientology agents, his car broken into, his drawings and writings stolen, other writings and ideas of his perverted and held up to ridicule. Armstrong believes that God allowed Scientology's leaders to become intoxicated	128. Ex. 1, 5:14-6:1.

by their own lies so that they would try time after time to have Armstrong jailed on their false and manufactured criminal charges. Armstrong believes that God allowed the self-deception of Scientology's leaders, so that they concocted a perverse intelligence scheme to entrap Armstrong in a crime and have him prosecuted. Armstrong believes that God allowed Scientology's leaders to put their faith in a base private investigator, Eugene Ingram, whom they would use to illegally videotape Armstrong, and who threatened to put a bullet between Armstrong's eyes. Armstrong believes that God allowed the heart of an Los Angeles Police Department Officer, Philip Rodriguez, to be tempted by greed, and paid for a false authorization to Scientology to illegally videotape Armstrong. Armstrong believes that God allowed Armstrong's friend Dan Sherman to use their friendship to betray Armstrong, to lead him with kind words into danger, to set him up, to trick from him his thoughts and writings, and to break his heart.

129. Armstrong believes that God allowed Scientology's leaders to attack Michael Flynn, Armstrong's attorney, good friend, benefactor and champion in the legal battle. Armstrong believes that God allowed Scientology to sue Flynn some fifteen times, to threaten him, his family and career, to frame him with forgery, to pay known criminals to bear false witness against him, and to attempt his assassination. Armstrong believes that God allowed Scientology's leaders to think they could destroy Flynn with their "black propaganda," "dead agent"	129. Ex. 1, 6:20-7:3.

packs, "noisy investigations," and the compromise and turning of other clients. Scientology worked for seven years to achieve this destruction. Armstrong believes that God brought him to Flynn, and Flynn to Armstrong, and brought them to fight alongside each other in a legal and spiritual battle against the threat and evil of Hubbard and his organization from 1982 through 1986.

130. Armstrong believes that during the years of the Scientology battle he was brought by God ever closer to Him. Armstrong believes that when he was alone, at times in terrible fear, God kept him safe, and allowed his heart to break, over and over. Armstrong believes that God spoke to him, and that at times, as early as 1983, he wrote God's Words under His guidance in what seemed to be	130. Ex. 1, 7:8:15.

dialogues. Armstrong believes that God gave him the idea for the true protection of His Children in this world, and moved Armstrong in 1986 to found a church based on this concept for His Glory.

131. Armstrong believes that, at a time when Scientology faced tremendous exposure and liability in Armstrong's cross-complaint for years of outrageous fair game attacks, and had just suffered a $30,000,000 verdict in the case of Lawrence Wollersheim v. Scientology, Los Angeles Superior Court No. C 332027, God, for His Glory, allowed Flynn to lose heart. Flynn "negotiated" a deal with Scientology which involved getting his clients to agree to the organization's demanded contractual condition of silence about their "experiences," while not demanding the same protection	131. Ex. 1, 7:24-8:13.

for his clients. Many of these clients had been the target of Scientology's "black propaganda" campaigns. He also agreed to get his clients to agree to a "liquidated damages" penalty of $50,000 per comment about their experiences. Flynn did this while believing, and having ample experience to justify believing, that the settlement agreements were evil, as was the entity which was insisting on the "agreements" being signed as a condition of settlement. Flynn knew Scientology's word was not to be trusted, yet he conveyed and gave support to Scientology's "promise" that it was going to discontinue fair game.

132. Armstrong believes that God allowed Scientology to harass, threaten and compromise Flynn, and allowed Flynn to be persecuted and

132. Ex. 1, 8:14-28.

compromised, for His Purpose to His Own Glory. Armstrong believes that God allowed Flynn to state to Armstrong, when Armstrong protested the impossibility of the settlement agreement and the insanity of the liquidated damages clause, "Gerry, it's not worth the paper it's printed on. It's unenforceable. You can't contract away your Constitutional rights." Armstrong believes that God allowed Flynn to point out to Armstrong his release of Scientology and Armstrong's dismissal of his lawsuit, and allowed Flynn to say, "That's what they're paying you for."

133. Armstrong believes that God made him aware of His Spirit during the "settlement" when he was rejected from Mike Flynn's heart. Armstrong believes that God showed him a glimpse of the future at that	133. Ex. 1, 9:16-25.

moment; that he might be left alone, that he might be persecuted, but that he should not fear; and that he should at that time give everyone involved what they wanted, what they thought they needed to be free. Because of Flynn's promise of the agreement's unenforceability, Armstrong's desire to end the threat if possible for everyone, Scientology's promise to end fair game, and what he believed was God's Assurance, Armstrong did sign.	
134. Armstrong believes that after the "settlement," God gave him a time of some quiet and joy to write, draw, get strong after years of deteriorating health, to hang out with friends, and to be drawn ever closer to Him. Armstrong believes that in 1987 God chose him and came to him in the undeniable Physical Substance of His Love, and	134. Ex. 1, 9:26-10:11; Ex. 1(H), p. 38, ¶ 28, pp. 39-41, ¶ 30; Exhibit 1(H)(X), Advertisements by Gerald Armstrong in "Common Ground," in 1989; Exhibit 1(H)(R)(CC), Letter from Gerald Armstrong to Jonathan Marshall dated July 28, 1987; letter from Gerald Armstrong to "Dear Captors" dated July 28, 1987; Exhibit 1(H)(R)(DD), Writing

gave Armstrong a greater view of his future role in God's Plan. Armstrong believes that in 1988 God brought him to offer his life in exchange for the captives then held in Lebanon. Armstrong believes that God schooled him in the understanding of His Nature and set Armstrong on the path to become by 1989 one of His Teachers. Armstrong believes that in 1989 God also gave him an understanding of the valuelessness of money, and a glimpse of God's solution for the grinding cruelty of the world's economic system. Armstrong believes that God brought to him a glory of four-leaf clovers. Armstrong believes that God showed Armstrong that through his life God could bring to the world the mathematical proof of His guidance. Armstrong believes that God moved him to run like the wind, and to pick up the world's trash, all for

by Gerald Armstrong dated December 31, 1987; 1(H)(R)(EE),"Margaret," drawing by Gerald Armstrong; 1(H)(R)(FF),"Mitzi," drawing by Gerald Armstrong; Exhibit 1(H)(S), Letter from Gerald Armstrong to Jonathan Marshall dated October 14, 1989 with article "A Crash Course in Speculation."

His Glory.

135. Armstrong believes that during the post-settlement years, God also allowed the hearts of Scientology's leaders to grow ever harder and to manifest in attack after attack on Armstrong's character and credibility. It became clear, and saddened Armstrong greatly, that these leaders had not stopped "fair game," but were using the cessation of the litigation by Flynn and his clients as an opportunity to continue their antisocial practices unchecked. Armstrong believes that God allowed his heart to be broken by each attack and the daily knowledge that Scientology had not ceased fair game, yet God kept Armstrong from responding with anything other than sadness for almost three years. Then, in the fall of 1989, Armstrong was served with a deposition	135. Ex. 1, 10:12-11:20.

subpoena by the attorney for Bent Corydon in the case of Corydon v. Scientology, Los Angeles Superior Court No. C694401. Following this Armstrong received a series of calls from Scientology attorney Lawrence Heller who threatened that, even pursuant to this subpoena, if Armstrong testified about his knowledge of Hubbard and Scientology he would be sued. Armstrong was deeply troubled by Heller's threats, the idea of succumbing to those threats, and the injustice and evil the settlement agreements had spawned. Armstrong believes that God brought him at that time to a determination to do what he could to bring to light and correct that injustice and evil. When Armstrong began to research his rights, responsibilities and how to proceed, he learned that through the intervening five years Scientology had been able to maintain an appeal, Scientology v. Armstrong, No. B025920, from the 1984 Breckenridge decision, and Armstrong's first actions concerned that appeal.

136. Around March 12 and continuing for about two weeks Armstrong experienced what he believes was both his spiritual death and his rebirth, brought on him by God. Armstrong believes that God showed him the nature of the evil that he had been chosen by God to oppose, and God showed him the spiritual battle with that evil. Armstrong believes that God showed him that persecution must be endured for His Cause, and God assured Armstrong that He would never leave him. God showed Armstrong the souls he fought for, and why God chose him to fight through all those years. Armstrong believes	136. Ex. 1, 24:25-25:14.

that God brought him to surrender his battle to Him that His Will be done, for unless God does it Armstrong hasn't got a prayer. Armstrong believes that he will run whatever race God calls him to run as fast and as far as God moves him. Armstrong believes that sometimes God will appear to lose the race on earth to win it in Heaven.

ISSUE X

Armstrong's Claim: All of Armstrong's activities which Scientology claims are violations of the subject agreement are religiously motivated and completely protected by the First Amendment, and the Religious Freedom Restoration Act of 1993.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-136, supra.

137. Armstrong is a Christian.	137. Ex. 1, 1:22; 1:23-30:31; Ex. 1(H), pp. 30-32, ¶ 25, p. 42, ¶ 33, pp. 52, ¶ 43; Ex. 1(J), 1:18-28, 3:14-27; Ex. 1(J)(C), Declaration of Michael Rinder executed October 27, 1994, and filed in

	Scientology v. Steven Fishman & Uwe Geertz, US District Court for the Central District of California No. 91-6426-HLH (Tx), at 11:9-11; Scientology's Evidence, Ex. 1Q, letter of Gerald Armstrong to David Miscavige dated December 22, 1992, at p. 9; Scientology's Evidence, Ex. 1O, letter of Gerald Armstrong to Eric Lieberman dated June 21, 1991; Scientology's Evidence, Ex. 1N, Declaration of Gerald Armstrong executed July, 1991, at pp. 7-9, ¶¶ 6,7.
138. Armstrong believes that his life, in every moment and breath, is God's and in God's Hands. Armstrong believes that he has been saved from eternal separation and hell to become a son of God by God's Grace alone, and drawn by God to trust and follow His Son Jesus Christ as his Lord and Savior. Armstrong believes he	138. Ex. 1, 1:24-2:4.

has been filled with God's Holy Spirit, and given by Him all peace, wisdom and love. Armstrong believes that he has been saved for God's Purposes to His Glory. Armstrong believes that God's Purpose for him and all the world is salvation. Armstrong believes that the only difference of any meaning at any time between him and anyone else on earth is this belief in God's Plan for salvation.

139. Armstrong believes that as a Christian and as a son of God he has been led and will be led into all of his life's situations and to all of the people he has encountered and will encounter for God's Purposes alone. Armstrong believes that from God come all things, including the trust in Him, the willingness to believe on Him, free will, peace, wisdom and love.	139. Ex. 1, 2:5-10.

140. Scientology professes in its public promotions and publications to be compatible with Christianity.	140. Ex. 1, 2:22-28, 25:15-23; Ex. 2, 12:23-13:15, 15:5-8; Ex. 5, 2:4-8; Ex. 6, 3:17-20.
141. Scientology states in its "catechism," published in 1992 in its promotional book What is Scientology?, "Scientologists hold the Bible as a holy work and have no argument with the Christian belief that Jesus Christ was the Savior of Mankind and the Son of God...¶There are probably many types of redemption. That of Christ was to heaven."	141. Ex. 1, 25:16-23.
142. In fact, however, Scientology is anti-Christian.	142. Ex. 1, 25:15-26:24; Ex. 1(J), 2:1-23; Ex. 2, 13:16-16:21; Ex. 3, 1:19-2:16; Ex. 4, 1:19-2:10; Ex. 4(A); Ex. 6, 3:20-4:2.

143. Once initiated into Scientology, people are secretly taught, and must believe, that Christ, God and Heaven are false ideas "implanted" in humans by electronic means to enslave them.	143. Ex. 1, 25:24-26:24; Ex. 2, 13:16-16:21; Ex. 2(B), "Routine 3 Heaven" Scientology Bulletin by L. Ron Hubbard dated May 11, 1963; Ex. 2(C), "Resistive Cases Former Therapy" Scientology Bulletin by L. Ron Hubbard dated September 23, 1968; Ex. 3, 1:19-2:15; Ex. 3(A); Ex. 3(B); Ex. 4(A); Ex. 1(J)(A), "Operating Thetan Section III," by L. Ron Hubbard (Handwritten and Typed Versions) at Bates stamped pages 700684, 700707.
144. Scientology secretly teaches its initiated adherents that its "auditing" procedures are the only way to free mankind from "Christian" slavery and the "Creator of Heaven."	144. Ex. 1, 25:24-26:24; Ex. 2, 13:16-16:21; Ex. 2(B); Ex. 2(C); Ex. 3, 1:19-2:15; Ex. 3(A); Ex. 3(B); Ex. 4(A).
145. The main target of Scientology's promotion and marketing are Christians. The largest percentage of	145. Ex. 1, 26:2-8.

Scientology's members come from Christian backgrounds. The second largest percentage comes from Judaism.	
146. Scientology enforces the acceptance of its teachings that Christ, God and Heaven are false "implanted" ideas with Scientology's system of "ethics" punishments, its "auditing procedures," and its institutionalized mockery of God and Christ. Anyone in Scientology who professed a belief in Christ, or God, or who sought help through prayer, was viewed and handled as a "psychotic."	146. Ex. 1, 26:8-24; Ex. 2, 15:4-11; Ex. 3, 2:5-16.
147. Jesus states at Mark 3:28,29: "28 Verily I say unto you. All sins shall be forgiven unto the sons of men, and blasphemies wherewith soever	147. Ex. 1, 26:25-27:5.

they shall
blaspheme:
29 But he
that shall blaspheme
against the Holy
Ghost hath never
forgiveness, but is
in danger of eternal
damnation."

148. Armstrong believes that when Hubbard asserts that Christ and God are "implants," he blasphemes the Holy Spirit, the one unforgivable sin.	148. Ex. 1, 27:6-8.
149. Armstrong believes that people drawn into Scientology and brought to adopt this blasphemy are in grave spiritual danger.	149. Ex. 1, 27:8-9.
150. Armstrong believes that Scientology is the clever human invention of a clever human who took his human cleverness as far as it would go for his own glorification. Armstrong believes that God	150. Ex. 1, 3:24-4:7.

used Armstrong to accomplish part of God's Plan for Scientology, Scientologists and salvation. Armstrong believes that it took someone with a God-given history, character and skills such as He gave Armstrong to bring out of Scientology, to the light, and to the minds and hearts of all those whom God sent to listen, a testimony of the character of Scientology's product and "source." Armstrong believes that God continues to use him to reflect the unworthiness and bankruptcy of Hubbard's attempt to create his own salvation plan, against the infallibility and peaceful grandeur of God's Plan.

151. Margery Wakefield, who also signed a "Flynn agreement," believes that she is saved by the Grace of God through her faith in His Son Jesus Christ. She believes	151. Ex. 4, 1:19-2:24.

that she was called to speak out concerning the illegal practices of Scientology, its mind control techniques, and its anti-Christian nature and teachings. Ms. Wakefield recently wrote an essay entitled "What Christians Need To Know About Scientology." She has been motivated in speaking her thoughts based on her knowledge and experiences by the desire to reach the minds of people who are in Scientology and held by its anti-Christian mind control and pseudo-scientific dogma, and the minds of people who might be drawn into Scientology by its misrepresentations concerning its intentions, practices and religion. She believes that it is every Christian's motivation and desire to reach the unsaved with the message of the true gospel and a warning about false teachers like L. Ron Hubbard and false gospels like Scientology. She has felt that the right to speak and teach in this way is something that no court in this country should nor can take away. Ms. Wakefield believes that under the US Constitution she is free to speak and cannot contract away her right to speak about those Scientology's "religious" scriptures, practices and experiences. She believes that what she experienced in Scientology was her own religious experiences, and what she experienced regarding Scientology after leaving are her own religious experiences, about which she cannot be silenced.

152. Keith Scott has a Christian ministry called the Cults Awareness Ministry. A vital aspect of his ministry is to offer advice born of experience to people who are going in or thinking about

152. Ex. 5, 1:12-2:16.

coming out of Scientology. He does this work from a Christian perspective, using the strength and truths he has gained through his faith in Jesus Christ as his Lord and Savior. Mr. Scott exposes the untruths of Scientology and explains the dangers to the spiritual well-being and future of people who follow those untruths rather than the truths of the Word of God. Mr. Scott believes that he was saved from the manipulation and mind control of Scientology by the Grace of God recognized through his faith in His Son, Jesus Christ.

153. Other knowledgeable people use the information about Hubbard, his philosophy and practices which Armstrong brought to the light, to educate and free the misinformed.	153. Ex. 2, 8:27-9:20; pp. 8,9, ¶¶ 14,15; Ex. 3, 3:20-4:8; Ex. 5, 1:4-2:4; Ex. 6, 4:3-6; Ex. 7, pp. 1,3, ¶¶ 6,13; Ex. 9, 4:4-5:13.

154. Armstrong believes that as Christ taught, and as a child of God, Armstrong's practice is forgiveness. Armstrong believes that as all that he has done has by Christ been forgiven, Armstrong has forgiven everything anyone has ever done to me, every act or thought of persecution. Armstrong believes that what he cannot forgive, however, for he has not the power to forgive it, is Hubbard's, Scientology's leaders' Scientologist's and anyone else's blasphemy of God's Holy Spirit.	154. Ex. 1, 29:13-19.
155. Armstrong believes that Scientologists will not recognize their need for forgiveness as long as they blaspheme the Holy Spirit, and they will persecute Armstrong as long as they commit and promote this blasphemy. Armstrong asks them to stop. Armstrong believes that when	155. Ex. 1, 29:20-30:23.

Scientology persecutes the "little ones," those who are the least among us, those whom Scientology's leaders call "suppressive persons," "PTSes" or "degraded beings" Scientology persecutes Christ Himself. Armstrong asks them to stop this practice as well. Armstrong believes that God for His Purposes chose Armstrong to be persecuted; and to care and hurt when the little ones are persecuted. Armstrong cares what Scientology does to him because he believes Scientology is doing it and will do it to anyone else. Armstrong believes that is to all of these who are persecuted, and to all those in Scientology, that God has sent him. Armstrong believes that we are in the end times, and that God has sent His messengers, teachers and prophets onto His Elect, wherever they are, in whatever country, city, prison, church or cult, to gather them onto Himself. Armstrong believes that God chose him to be persecuted by Scientology's leaders, using their organization's tax-exempt millions, and in violation of the nation's Constitution, as Apostles of old were persecuted, and all God's Disciples have been persecuted throughout history. Armstrong believes that this need not be, for persecution can end in no time and without downside. Armstrong believes, nevertheless, God allows and uses the persecution of His Children, His Messengers, Teachers and Prophets to prove His great Mercy and Love and the power of His marvelous plan of salvation, both for the persecutors and those persecuted. Armstrong believes that God knows which souls He will reach through Armstrong's words, story and persecution. Armstrong believes that they may be few; nevertheless, God desires that all should be saved.

ARMSTRONG'S ISSUE NO. XI

Armstrong's Claim: Before Armstrong made the video at the CAN Convention in which he discussed his experiences, before Armstrong communicated to Newsweek, before Armstrong was interviewed on E!TV, and before he communicated with attorney Graham Berry and anyone else about the *Fishman* case, Scientology had subjected him to post-"settlement "fair game," attacked him, put him in danger, and published its own version of his experiences to which he was not barred in any way from responding.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-155, *supra*.

156. Every act by Armstrong which Scientology considers a breach of its "settlement contract" was precipitated by Scientology's refusal following the "settlement" to discontinue its acts of "fair game." These acts are shocking and have caused Armstrong extreme emotional hurt. They involve Scientology's publication and	156. Defendant's Evidence Ex. 10, 9:17-10:16. Armstrong specifically repeats and includes herein his facts and evidence in Nos. 85 and 87 supra.

international dissemination of perverse and false statements concerning his history in Scientology and in his litigation battle with Scientology. Armstrong believes that there can be no doubt that Scientology considers him "fair game," considered him "fair game" after the "settlement," and that he is in grave personal danger. Scientology's publication of perverse and false statements about his history and the personal danger it continues to put him in requires his response to defend himself in every legal way possible. Scientology's head private investigator, Eugene M. Ingram, a former vice sergeant of the Los Angeles Police Department, reputed to have been busted from the force for pandering and taking payoffs from drug dealers, has threatened to murder Armstrong, illegally videotaped him, pressed false criminal charges against him, and spread the false rumor Armstrong has AIDS. To defend himself and others Armstrong believes he must be able to speak freely, write freely and meet freely with people who are likewise Scientology's "fair game" targets. Scientology attacks Armstrong church and religion (Christianity), and lies publicly about its relationship to his church and religion, and for those reasons, even if Scientology had not attacked him personally and had not threatened his life, Armstrong believes he must speak out against its antireligious nature. Armstrong believes that no court under this country's Constitution, can legally order him to not oppose and expose Scientology's anti-Christian writings and nature.

Dated: September 17, 1995

Respectfully submitted,

Gerald Armstrong

ORIGINAL

FILED

SEP 18 1995

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In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

CHURCH OF SCIENTOLOGY INTERNATIONAL, a California not-for-profit religious corporation, Plaintiff, vs. GERALD ARMSTRONG; MICHAEL WALTON; THE GERALD ARMSTRONG CORPORATION a California for-profit corporation; DOES 1 through 100, inclusive, Defendants.	No. 157 680 8411 **ARMSTRONG'S SEPARATE STATEMENT OF DISPUTED AND UNDISPUTED FACTS IN OPPOSITION TO MOTION FOR SUMMARY ADJUDICATION OF THE TWENTIETH CAUSE OF ACTION OF THE SECOND AMENDED COMPLAINT** Date: 9/29/95 Time: 9:00 a.m. Dept: One Trial Date: Not Set

RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND UNDISPUTED FACTS

Defendant Gerald Armstrong ("Armstrong") submits this separate statement in opposition to Plaintiff Church of Scientology International's ("Scientology") separate statement of undisputed facts with reference to supporting evidence pursuant to CCP Section 437c (b).

ISSUE NUMBER I:

Scientology's Claim: CSI Is Entitled To Summary Adjudication Of The Twentieth Cause Of Action Because There Is No Dispute (1) That The Parties Entered Into A Written Agreement (2) That CSI Performed All Of Its Obligations Pursuant To The

Agreement, (3) That Armstrong Breached The Agreement Repeatedly, and (4) That Armstrong Intends To Continue Breaching The Agreement.

A. The Parties Entered Into A Written Agreement And CSI Performed All Of Its Obligations Pursuant To The Agreement

PLAINTIFF CSI'S MATERIAL FACTS AND SUPPORTING EVIDENCE	**DEFENDANT ARMSTRONG'S MATERIAL FACTS AND SUPPORTING EVIDENCE**
1. Gerald Armstrong voluntarily entered into a confidential Mutual Release of All Claims and Settlement Agreement ("Agreement") with Church of Scientology International ("the Church") on December 6, 1986. Plaintiff's Evidence: 1. Request for Judicial Notice, Exhibit A, Verified Amended Complaint (hereinafter "Complaint"), ¶¶ 1 and 2; Request for Judicial Notice Exhibit B, Answer of Gerald Armstrong and the Gerald Armstrong Corporation to Amended Complaint (hereinafter "Answer"), ¶¶ 1 and 2; Request	1. Disputed. A. Armstrong was the target of Scientology's "fair game" acts from the time he left Scientology until the time he signed the settlement agreement. These fair game acts included, but are not limited to: publishing "Suppressive Persons Declares," spying on him, assault, filing false charges with Los Angeles DA, filing false charges with FBI, attempted entrapment, illegal videotaping, battery by a car driven by a hired agent, attempting to involve him in a freeway "accident," filing

for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Request for Judicial Notice Exhibit D, Opinion of the Second District Court of Appeal; Request for Judicial Notice Exhibit E, Order Granting Summary Adjudication of the Second and Third Causes of Action of Armstrong's cross-complaint; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement ("the Agreement"), page 16; Exhibit 1B, Declaration of Larry Heller, ¶¶ 4 and 5, Exhibit A thereto and Exhibit B thereto, 1:19-2:10.

false declarations, international dissemination of publications falsely accusing him of crimes ("black propaganda"), filing false contempt of court charges against him, disseminating "confidential" statements made in pastoral "counseling sessions."

Defendant's Evidence

A. Armstrong was the target of Scientology's "fair game" acts from the time he left Scientology until the time he signed the settlement agreement. These fair game acts included, but are not limited to: publishing "Suppressive Persons Declares," spying on him, assault, filing false charges with Los Angeles DA, filing false charges with FBI, attempted entrapment, illegal videotaping, battery by a car driven by a hired agent, attempting to involve him in a freeway "accident," filing false declarations, international dissemination of publications falsely accusing him of crimes ("black propaganda"), filing false contempt of court charges against him, disseminating "confidential" statements made in pastoral "counseling sessions."

Defendant's Evidence

Exhibit 1, Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, Authenticating Deposition Transcripts and Exhibits, 4:8-6:19, Exhibit 1(G), Declaration of Gerald Armstrong in Opposition to Scientology's Motion for Preliminary Injunction, executed March 16, 1992, and Authenticating Exhibits, 4:26-7:7; Exhibit 1(G)(C), "Penalties for Lower

Conditions," Scientology Policy Letter by L. Ron Hubbard dated October 18, 1967; Exhibit 1(G)(L), "Settlement Agreement" between attorney Michael J. Flynn and his clients in December, 1986, at p. 4, (5); Exhibit 1(G)(M) Letter from Phillip Rodriguez dated November 7, 1984 purporting to authorize eavesdropping on Gerry Armstrong and Michael J. Flynn; Exhibit 1(G)(N), Public Announcement of Los Angeles Police Chief Daryl Gates dated April 23, 1985; Exhibit 1(G)(O), Letter from Los Angeles County Deputy District Attorney Robert N. Jorgenson to Scientology officials dated April 25, 1986; Exhibit 1(H), Declaration of Gerald Armstrong, executed January 13, 1994, and Authenticating Exhibits, pp. 2,3, ¶¶ 5,6; p. 14, ¶ 15; Exhibit, 1(H)(R)(C) "Freedom" published by Scientology April/May, 1985;

Exhibit 1(H)CC), "Squirrels," Scientology Office of Special Affairs Executive Directive dated September 20, 1984; Exhibit 1(B), Declaration of Gerald Armstrong, executed December 25, 1990, and Authenticating Exhibits, p. 1, ¶ 2; Exhibit 1(B)(O) Declaration of Gerald Armstrong, executed October 11, 1986, pp. 3-9, ¶¶ 3-8; Exhibit 1(B)(P), Declaration of Gerald Armstrong, executed November 1, 1986, 2:2-3:3, 6:4-7:5, 7:25-11:12; Exhibit pages to Ex. 1(B)(P) at 22:24-26:8; Exhibit 1(I), Declaration of Gerald Armstrong Executed August 12, 1994, and Authenticating Deposition Transcripts And Exhibits, Exhibit 1(I)(AA), Suppressive Person Declare Gerry Armstrong" dated February 18, 1982; Exhibit 1(I)(BB), "Suppressive Person Declare Gerry Armstrong" dated February 18, 1982, Revised

April 22, 1982; Exhibit 1(A), Declaration of Gerald Armstrong, executed March 15, 1990, and Authenticating Exhibits, p. 1, ¶ 1, Exhibit 1(A)(A), Memorandum of Decision dated June 20, 1984 in Scientology v. Armstrong, LA Superior Court No. C 420153, at 5:3-19; 7:9-12:9; Appendix thereto, pp. 1-15; Exhibit 1(C), Opinion of California Court of Appeal dated July 29, 1991, 283 Cal.Rptr. 917, at 920, 921, 925; Exhibit 1(A)(L), Affidavit of Gerald Armstrong, executed March 7, 1986, at p. 5, ¶ 6; Exhibit 1(E)(E), Declaration of Gerald Armstrong Regarding Alleged "Taint" of Joseph A. Yanny executed September 3, 1991 and filed in Aznaran v. Scientology, US District Court, Central District of California, Case No. CV 88-1786 JMI, pp. 3-5, ¶¶ 13-16; Scientology's Request for

Judicial Notice in Support of its Motion for Summary Adjudication of the 13th, 16th, 17th and 19th Causes of Action of Second Amended Complaint, Exhibit 1(S) Declaration of Gerald Armstrong executed February 22, 1994 and filed in Scientology v. Steven Fishman, etc al., US District Court for the Central District of California, Case No. 91-6426 HLH (Tx), and exhibits thereto; Scientology's Evidence in Support of Motion for Summary Adjudication of the 20th Cause of Action of Second Amended Complaint, Exhibit 1(A), Mutual Release of All Claims and Settlement Agreement; Ex. 1(H), pp. 7,8, ¶ 12.

B. Armstrong's attorney Michael Flynn was the target of Scientology's fair game from 1979 through the time of the signing of the settlement agreements. Fair game acts against Flynn included, but are not limited to, infiltrating his office, paying known criminals to testify falsely against him, suing him and his office some fifteen times, framing him with the forgery of a $2,000,000 check, and an international "black propaganda campaign."

Defendant's Evidence

Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th and 19th Causes of Action of Scientology's Second Amended Complaint executed September 9, 1995, 8:18-9:14; Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4, ¶8, pp. 5,5, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, Declaration of Jonathan Atack in Opposition to Motions for Summary Adjudication of 20th

Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 9, 1995, p. 4, ¶16; Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O), Ex. 1(H)(R)(C).

C. Flynn told Armstrong that if he didn't sign Scientology's settlement agreement he would be the target of more fair game.

Defendant's Evidence

Ex. 1, 9:1-15; Ex. 1(G), 9:6-12; Ex. 1(B), pp. 3,4, ¶ 8, p. 5, ¶ 11.

D. Flynn told Armstrong that the other some fifteen people involved in the "global settlement" would continue to be attacked by Scientology if he didn't sign.

Defendant's Evidence

Ex. 1, pp. 8,9, ¶ 18; Ex. 1(G), 9:6-12, 10:21-11:28; Ex.

	1(B), pp. 3,4, ¶ 8, p. 5, ¶ 11. E. Flynn had another client yell at Armstrong when Armstrong objected to the language of the "agreement." Defendant's Evidence Ex. 1(G), 9:15-19; Ex. 1(B), p. 4, ¶ 8.
2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients. Plaintiff's Evidence: Complaint ¶13; Answer, ¶13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶3.	2. Disputed. The total sum paid to Flynn was additionally in consideration of settlement of Flynn's own claims. Defendant's Evidence Plaintiff's Evidence, Exhibit 1C, Exhibit B thereto, "Settlement Agreement."
3. Armstrong received approximately $800,000.00 from Michael Flynn as his portion	3. Undisputed, but irrelevant. Scientology did not know how much Armstrong

of the total settlement sum paid by CSI to Mr. Flynn for Flynn's settling clients. Plaintiff's Evidence: 3. Exhibit 1C, Declaration of Graham Berry, and Exhibit B thereto; Exhibit 1D Marin Independent Journal, November 11, 1992, article entitled, "Is Money The Root of Our Problems?"	was receiving. As far as Scientology knew, it could have been $0.00, it could have been all the funds Scientology paid to Flynn, or any monetary figure in between. Defendant's Evidence Plaintiff's Evidence, Exhibit 1A, p. 2, ¶ 3; Plaintiff's Exhibit 1C, Exhibit B thereto.
4. Paragraph 7(E) of the Agreement provides:"... Plaintiff agrees to return to the Church of Scientology International at the time of the consummation of this agreement, all materials in his possession, custody or control (or within the possession, custody or control of his attorney, as well as third parties who are in possession of the described documents), of any nature, including originals and all copies or summaries of documents defined in Appendix	4. Undisputed.

'A' to this Agreement, including but not limited to any tapes, computer disks, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals or entities listed in Paragraph 1 above, all evidence of any nature, including evidence obtained from the named defendants through discovery, acquired for the purposes of this lawsuit or any lawsuit, or acquired for any purpose concerning any Church of Scientology, any financial or administrative materials concerning any Church of Scientology, and any materials relating personally to L. Ron Hubbard, his family or estate. ...To the extent that Plaintiff does not possess or control documents within categories A-C above,

Plaintiff recognizes his continuing duty to return to CSI any and all documents that fall within categories A-C above which do in the future come into his possession or control." Plaintiff's Evidence: 4. Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶7(E).	
5. Paragraph 7(D) of the Agreement provides that "Plaintiff agrees never to create or publish or attempt to publish, and/or assist another to create for publication by means of magazine, article, book or other similar form, any writing or to broadcast or to assist another to create, write, film or video tape or audio tape any show, program or movie, or to grant interviews or discuss with others, concerning their experiences with the Church of	5. Undisputed.

Scientology, or concerning their personal or indirectly acquired knowledge or information concerning the Church of Scientology, L. Ron Hubbard or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff further agrees that he will maintain strict confidentiality and silence with respect to his experiences with the Church of Scientology and any knowledge or information he may have concerning the Church of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. Plaintiff expressly understands that the non-disclosure provisions of this subparagraph shall apply, inter alia, but not be limited, to the contents or substance of his complaint on file in the action referred to in Paragraph 1 hereinabove or any documents as defined in Appendix "A" to this Agreement, including but not limited to any tapes, films, photographs, recastings, variations or copies of any such materials which concern or relate to the religion of Scientology, L. Ron Hubbard, or any of the organizations, individuals and entities listed in Paragraph 1 above. The attorneys for Plaintiff, subject to the ethical limitations restraining them as promulgated by the state or federal regulatory associations or agencies, agree not to disclose any of the terms and conditions of the settlement negotiations, amount of the settlement, or statements made by either party during the settlement conferences. Plaintiff agrees that if the terms of this paragraph are breached by him, that CSI and the other Releasees would be entitled to liquidated damages in the amount of $50,000 for each such breach. All monies received to induce or in payment for a breach of this Agreement, or any part thereof, shall be held in a constructive trust pending the outcome of any litigation over said breach. The amount of liquidated damages herein is an estimate of the damages that each party would suffer in the event this Agreement is breached. The reasonableness of the amount of such damages are hereto acknowledged by Plaintiff."

Plaintiff's Evidence:

5. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶7(D).

6. Paragraph 7(G) of the Agreement provides, "Plaintiff agrees that he will not voluntarily assist or cooperate with any person adverse to Scientology in any

6. Undisputed.

proceeding against any of the Scientology organizations, individuals or entities listed in Paragraph 1 above . Plaintiff agrees that he will not cooperate in any manner with any organizations aligned against Scientology." Plaintiff's Evidence: 6. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶7(D).	
7. Paragraph 7(H) of the Agreement provides, "Plaintiff agrees not to testify or otherwise participate in any other judicial, administrative or legislative proceeding adverse to Scientology or any of the Scientology Churches, individuals or entities listed in Paragraph 1 above unless compelled to do so by lawful subpoena or other lawful process. Plaintiff shall not make himself amenable to service of any such subpoena in a manner which invalidates	7. Undisputed.

the intent of this provision. Unless required to do so by such subpoena, Plaintiff agrees not to discuss this litigation or his experiences with and knowledge of the Church with anyone other than members of his immediate family." Plaintiff's Evidence: 7. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶7(H).	
8. Paragraph 10 of the Agreement provides, "Plaintiff agrees that he will not assist or advise anyone, including individuals, partnerships, associations, corporations or governmental agencies contemplating any claim or engaged in litigation or involved in or contemplating any activity adverse to the interests of any entity or class of persons listed above in Paragraph 1 of this Agreement."	8. Undisputed.

Plaintiff's Evidence: 8. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶10.	
9. Paragraph 18(D) of the Agreement provides, "The Parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety." Plaintiff's Evidence: 9. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶18(D).	9. Undisputed.
10. Paragraph 20 of the Agreement provides, "Notwithstanding the dismissal of the lawsuit pursuant to Paragraph 4 of this Agreement, the parties hereto agree that	10. Undisputed.

the Los Angeles Superior Court shall retain jurisdiction to enforce the terms of this Agreement. This Agreement may be enforced by any legal or equitable remedy, including but not limited to injunctive relief or declaratory judgment where appropriate. In the event any party to this Agreement institutes any action to preserve, to protect or to enforce any right or benefit created hereunder, the prevailing party in any such action shall be entitled to the costs of suit and reasonable attorney's fees."

Plaintiff's Evidence:

10. Exhibit 1A Mutual Release of All Claims and Settlement Agreement, ¶20.

B. Armstrong Breached The Agreement By Voluntarily Providing Aid To Adverse Litigants And Claimants In Violation Of Paragraph 7(G), 7(H), 10 and 18(D) Of The Agreement.

11. Vicki and Richard Aznaran are former Church members and,

11. Undisputed.

in 1991, were actively litigating against several Churches of Scientology. Plaintiff's Evidence: 11. Complaint, ¶ 18; Answer, ¶18; Exhibit 1E, Deposition of Gerald Armstrong, Vol II, July 22, 1992, 183:1-6; Request for Judicial Notice, Exhibit F, Complaint in the United States District Court for the Central District of California, Case No. CV 88-1786 JMI(Ex), *Vicki J. Aznaran, et al. v. Church of Scientology of California, et al.*	
12. On August 21, 1991, Armstrong wrote to attorney Eric Lieberman, counsel for CSI, "There was no reason to videotape me as proof that I was associating with Ford Green. I had spoken the day before with two of your fellow org lawyers, Laurie Bartilson and Bill Drescher, and two men from SO legal liaison staff,	12. Undisputed.

Howard Gutfeld and August Murphy, and from none of whom had I withheld the fact that I was helping Mr. Greene...Mr. Murphy spent some time in Mr. Greene's office and we spoke for a few minutes. I am quite certain he left with the impression that I was helping Mr. Greene, and specifically in the Aznaran case since, in addition to my saying so, he did observe me carrying into Mr. Greene's office two boxes containing the mega-copies of the two Oppositions to Summary Judgment Motions (Statute of Limitations and First Amendment) and related documents, and he did hear me lament that his organization had cost Mr. Greene that very day over seven hundred dollars in copying costs."

Plaintiff's Evidence:

12. Letter of August 21, 1991 from Gerald Armstrong to Eric Lieberman, Exhibit 1F.

13. On September 4, 1991, Ford Greene signed a declaration for filing in the Aznaran case stating, "I am grateful for the on-going assistance that I have received from Gerry Armstrong. While I have worked - at times around the clock - he has assembled the product of my labors and ensured that were prepared for filing and service." Plaintiff's Evidence: 13. Declaration of Ford Greene, September 4, 1991, Exhibit 1G; ¶7.	13. Undisputed.
14. On August 26, 1991, Armstrong voluntarily signed a declaration for filing in the Aznaran case containing statements regarding his alleged experiences with and knowledge of the Church and L. Ron Hubbard. Plaintiff's Evidence: 14. Exhibit 1H, Deposition of Gerald Armstrong, Vol III, Page 24.	14. Undisputed.

322:19-323:7, 324:5-10, 324:21-23, 325:1-10, 325:17-326:3, 327:8-10, and Exhibit 11 thereto; Exhibit 1I, Armstrong Declaration, August 26, 1991; Complaint, ¶¶ 37 and 59; Answer, ¶¶ 37 and 59.

15. On September 3, 1991, Armstrong voluntarily signed a declaration for filing in the Aznaran case stating, "I aid Mr. Greene out of my own free will and my sense of right and wrong ... My help to Ford Greene in all of the papers recently filed has been in proofreading, copying, collating, hole-punching, stapling, stamping, packaging, labeling, air freighting and mailing. Mr. Greene and I have had several conversations during this period, some of which have certainly concerned the litigation."	15. Undisputed.

Plaintiff's Evidence:

15. Declaration of Gerald Armstrong, September 3, 1991, Page 25.

¶¶ 5 and 18, Exhibit 1J.	
16. On October 8, 1992, Armstrong testified that since July 22, 1992, he had broadly discussed with the Aznarans matters concerning their case, and had relayed communications between the Aznarans and Ford Greene. Plaintiff's Evidence: 16. Armstrong Depo., Vol IV, 448:9-449:4, Exhibit 1K.	16. Undisputed.
17. In July, 1991, the Church and related Church entities filed a complaint against their former attorney Joseph A. Yanny. Plaintiff's Evidence: 17. Request for Judicial Notice, Exhibit G, Complaint, Exhibit 1G, Religion Technology Center et al. v. Joseph A. Yanny, et al., Los Angeles Superior Court, Case No. BC 033035 ("RTC v. Yanny").	17. Undisputed.

18. On July 16, 1991, at the offices of Joseph Yanny, Armstrong voluntarily prepared and executed a declaration which Armstrong then left with Yanny, with the expectation that Yanny would use it and file it in court in RTC v. Yanny. Plaintiff's Evidence: 18. Armstrong Depo., Vol III, 311:3-312:20, Exhibit 1L; Declaration of Gerald Armstrong, July 16, 1991, Exhibit 1M.	18. Disputed. The RTC v. Yanny case was not filed until July 18, 1991. Defendant's Evidence Plaintiff's Request for Judicial Notice, Exhibit G, Yanny complaint.
19. In this declaration Armstrong discussed the contents of his settlement agreements between CSI and other litigants represented by Michael Flynn, and alleged circumstances of the settlements. Armstrong attached a copy of his settlement agreement to this declaration. Plaintiff's Evidence: 19. Declaration of Gerald	19. Undisputed.

Armstrong, July 16, 1991, Exhibit 1M.	
20. On July 19, 1991, Armstrong voluntarily signed a handwritten declaration and provided it to Joseph Yanny. In the declaration, which Yanny filed, Armstrong admitted that Yanny called him on July 19, 1991, and asked for Armstrong's help in Yanny's representation of the Aznarans against CSI. Armstrong stated that he agreed to help Yanny with the Aznarans' case and that he would travel to Los Angeles and did stay with Yanny on July 15 and 16, 1991.	20. Undisputed.
Plaintiff's Evidence:	
20. Declaration of Gerald Armstrong, July 19, 1991, ¶¶ 2,3 and 9 Exhibit 1N.	
21. Malcolm Nothling is an anti-Scientology litigant who is suing Church of Scientology entities in South Africa.	21. Undisputed.

Plaintiff's Evidence: 21. Letter from Gerald Armstrong to Eric Lieberman dated June 21, 1991, Ex. 10.	
22. In June, 1991, Armstrong agreed to travel to South Africa to testify on behalf of Mr. Nothling. In August, 1991, he flew to South Africa at Mr. Nothling's expense and, with Mr. Nothling and his attorneys, prepared to testify at Mr. Nothling's trial. Armstrong did not receive a subpoena compelling his testimony prior to flying to South Africa.	22. Undisputed.
Plaintiff's Evidence: 22. Letter from Gerald Armstrong to Eric Lieberman dated June 21, 1991, Ex. 10; Armstrong Depo., Vol. VII, pp. 901:15 - 903:20, Ex. 1P.	
23. In December, 1992, Armstrong sent a letter to CSI's counsel in which he made settlement demands on behalf	23. Disputed. Armstrong's letter of December 22, 1992 is not a demand, but an effort to resolve his own

of Mr. Nothling.

Plaintiff's Evidence:

23. Letter from Gerald Armstrong dated December 22, 1992, Ex. 1Q; Armstrong Depo., Vol. VII, 908:8 - 914:5, Ex. 1P.

litigation and the threat of "fair game," and to bring peace to Scientology as well as himself and Scientology's fair game targets. LA Superior Court Judge Diane Wayne ruled in discharging Scientology's contempts against Armstrong that his letter "when read in its totality"... "does not amount to activity which "assists" in litigation on behalf of Roberts." The same is true of Malcolm Nothling.

Defendant's Evidence

Plaintiff's Evidence, Exhibit 1Q, Armstrong letter; Ex. 1(J)(L), Order of Judge Diane Wayne filed July 28, 1994 in Scientology v. Armstrong, LASC No. BC 052395 (now Marin SC No. 157680), p. 2, ¶3; Scientology's Evidence, Exhibit 1EEEE, Declaration of Gerald Armstrong executed February 3, 1993.

24. In August, 1994,

24. Disputed.

Armstrong again made plans to voluntarily travel to South Africa and testify against the South African Church on behalf of Mr. Nothling. Plaintiff's Evidence: 24. Armstrong Depo., Vol. VII, 914:6 - 917:18, Ex. 1P.	Armstrong stated that he would only testify pursuant to subpoena. Defendant's Evidence Plaintiff's Evidence, Ex. 1P.
25. In early 1992, CSI was involved in litigation in several European countries with Readers' Digest. Plaintiff's Evidence: 25. Armstrong Depo., Vol. II, pp. 282-285, Ex. 1R.	25. Undisputed.
26. In February, 1992, Armstrong voluntarily gave attorneys for Readers' Digest an affidavit in which he discussed at length his purported knowledge of and experiences in Scientology. In the affidavit, Armstrong stated, "In delivering this testimony I know that it is destined to be produced in Court." Page 31.	26. Undisputed.

Plaintiff's Evidence:

26. Armstrong Affidavit of February 19, 1992, Ex. 1S, ¶14.

27. Richard Behar is the author of a cover story printed in the May 1991 issue of Time magazine regarding the Church of Scientology. CSI filed a complaint for defamation against Time and Behar on April 27, 1992, as a result of false statements contained in Behar's article. Armstrong contacted Behar by phone and spoke to him as he was aware that CSI was in litigation with Time.	27. Undisputed.

Plaintiff's Evidence:

27. Armstrong Depo, Vol III, 387:1-14; Request for Judicial Notice, Exhibit F, Complaint in the United States District Court of the Southern District of New York, Case No. 92 Civ 3024, Church of Scientology International v. Time Warner Inc., Time

Magazine Co. and Richard Behar.	
28. In 1992, Armstrong voluntarily sent Richard Behar a copy of the affidavit which he had executed for the Readers' Digest litigation. Plaintiff's Evidence: 28. Armstrong Depo, Vol IV, pp. 420:18 - 421:9, Ex. 1U.	28. Undisputed.
29. The World Institute of Scientology Enterprises ("WISE") was a named defendant in Hunziker v. Applied Materials et a., Santa Clara Superior Court, Case No. 692629 ("Hunziker"). WISE is a Church of Scientology affiliated entity and thus a "Releasee" under the Agreement. Plaintiff's Evidence: 29. Complaint, ¶ 47; Answer, ¶ 47-48; Mutual Release of All Claims and Settlement Agreement ¶ 1, Exhibit 1A.	29. Undisputed.

30. In 1992, Armstrong was retained by Hunziker's lawyers as an "expert" consultant on the subject of Scientology. Plaintiff's Evidence: 30. Armstrong letter to Rummonds, Exhibit 1V.	30. Undisputed.
31. On February 21, 1992, Armstrong voluntarily met with attorney James Rummonds, counsel for plaintiffs in Hunziker. In this meeting Armstrong discussed his "history in the organization, the settlement agreement, the effect of the settlement agreement..." and his knowledge of and experience with the Church of Scientology. Plaintiff's Evidence: 31. Complaint, ¶ 48; Answer, ¶ 48; Armstrong Depo, Vol III, 392:17-394:21, 398:5-18, Exhibit 1W; Armstrong Depo, Vol I, Hunziker v. Applied Materials, 87:13-88:2, 93:7-14, Exhibit 1X.	31. Undisputed.

32. Armstrong met with John C. Elstead, attorney for plaintiff in Hunziker on February 23, 1992. On that date, Armstrong discussed with Elstead his knowledge of and experience with the Church of Scientology. Plaintiff's Evidence: 32. Complaint, ¶ 48; Answer, ¶ 48; Armstrong Depo, Vol I, Hunziker v. Applied Materials, 144:15-147:8, Exhibit 1X.	32. Undisputed.
33. On March 8, 1992, Armstrong met again with attorney John Elstead and provided him approximately 500 pages of documents relating to the Scientology religion and the Church of Scientology. Plaintiff's Evidence: 33. Complaint, ¶ 51; Answer, ¶ 51; Armstrong Depo, Vol III, 402:5-405:13, Exhibit 1W.	33. Undisputed.
34. On May 27, 1992, Armstrong met with attorneys Jerold Fagelbaum and Gary	34. Undisputed.

Bright, attorneys for David Mayo and the Church of the New Civilization in the consolidated cases of *Religious Technology Center et al. v. Robin Scott et al.* United States District Court for the Central District of California, Case No. CV 85-711 JMI(Bx), and *Religious Technology Center et al. v. Larry Wollersheim et al.*, United States District Court for the Central District of California, Case No. CV 85-7197 JMI(Bx). At the time, Fagelbaum and Bright were litigating a cross-claim in that case against *inter alia*, CSI. *Plaintiff's Evidence*: 34. Armstrong Depo, Vol II, 214:20-216:24, Exhibit 1Y.	
35. At his meeting with Fagelbaum and Bright, Armstrong voluntarily executed a declaration purporting to authenticate an affidavit	35. Undisputed.

describing Armstrong's alleged experiences with the Church. Plaintiff's Evidence: 35. Answer, ¶¶ 68 and 69; Armstrong Depo, Vol II, 219:17-226:25, Exhibit 1Y; Declaration of Gerald Armstrong, May 27, 1992, Exhibit 1Z.	
36. Tilly Good, Denise Cantine and Ed Roberts are former Scientology parishioners, each of whom have pressed claims against one or more Churches of Scientology. Plaintiff's Evidence: 36. Tilly Good Demand Letter, Exhibit 1AA; Denise Cantine Demand Letter, Exhibit 1BB; Ed Roberts Demand Letter, Exhibit 1CC.	36. Undisputed.
37. While working in Ford Greene's office, Armstrong voluntarily provided aid and assistance to Tilly Good, Denise Cantine and Ed Roberts	37. Disputed. Armstrong is permitted by the May 28, 1992 partial injunction to render clerical and paralegal services. There

concerning their claims against Churches of Scientology.

Plaintiff's Evidence: Armstrong Depo, Vol IV, 451-458, Exhibit 1DD; Armstrong letter of Dec. 22, 1992, Exhibit 1Q, pp. 6-7.

is no evidence that he has done anything other than that regarding the Good, Cantin & Roberts matters. Judge Wayne ruled in discharging Scientology's contempts against Armstrong that regarding the Aznaran litigation, where Scientology also claimed Armstrong assisted the plaintiffs:

> "no where is it suggested that any of those conversations were for the purpose of "assisting" in their claims. And, it appears that any such conversation could have been associated with his ministerial duties as a paralegal in the office of his employer. It should be noted that the Order specifically permits Respondent to engage in such employment and does not "wall" him off from all such litigation."

Armstrong's letter of December 22, 1992 is not a demand, but an effort to resolve his own litigation and the threat of "fair game", and to bring peace to Scientology as well

	as himself and Scientology's fair game targets. Defendant's Evidence Ex. 1(J)(L); Plaintiff's Evidence, Exhibit 1DD; Plaintiff's Evidence, Exhibit 1Q; Scientology's Request for Judicial Notice, Exhibit P, pp. 2,3, § 6.
38. The Cult Awareness Network ("CAN") and its Executive Director, Cynthia Kisser, have brought three law suits against CSI and various Scientology related entities and individuals. Plaintiff's Evidence: 38. Request for Judicial Notice, Exhibit I, Complaint in Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook Co., Illinois, No. 94L804; Ex. J, Cynthia Kisser v. Chicago Crusader et al., Circuit Court of Cook County, Illinois, No. 92L08593; Ex. K, Cynthia	38. Undisputed.

Kisser v. Coalition for Religious Freedom, et al., United States District Court for the North District of Illinois, Eastern Division, No. 92C4508.	
39. Armstrong has voluntarily provided aid and assistance to CAN and its attorneys, Hagenbaugh and Murphy, in their litigation against CSI and other Releasees. Plaintiff's Evidence: 39. Letter from Gerald Armstrong to Daniel Leipold, January 11, 1993, Exhibit 1EE; Armstrong Depo., Vol. VIII, pp. 1036-1038, Exhibit 1FF.	39. Disputed. The letter Armstrong wrote to Leipold concerns Armstrong's request for assistance from CAN in the instant litigation where Scientology was seeking to have Armstrong jailed for contempt of court. Armstrong's deposition testimony concerns only the suggestion that CAN invite two people to its annual convention. Defendant's Evidence Plaintiff's Evidence, Exhibits 1EE and 1FF.
40. Lawrence Wollersheim has been a litigant actively pursuing a claim against the Church of Scientology of California ("CSC") since 1980.	40. Undisputed.

Plaintiff's Evidence:

40. Request for Judicial Notice, Exhibit L, Complaint, Wollersheim v. Church of Scientology of California, LASC No. C332327.

41. In February, 1993, CSC brought an action for equitable relief from judgment due to judicial bias which named Wollersheim as a defendant.

41. Undisputed.

Plaintiff's Evidence:

41. Request for Judicial Notice, Exhibit M, Complaint, Church of Scientology of California v. Wollersheim, LASC No. BC074815.

42. In 1993, Armstrong voluntarily provided aid and assistance to Wollersheim and his attorneys, Daniel Leipold, Hagenbaugh & Murphy and Mark Goldowitz.

42. Undisputed.

Plaintiff's Evidence:

42. Armstrong letters to Goldowitz, June - September,

1993, Exhibit 1GG; Armstrong Depo., Vol. VI, pp. 740-746, 749-750, Exhibit 1HH.	
43. Ron Lawley is an anti-Scientology litigant adverse to Scientology-affiliated entities in the case of 1984 S.No.1675 Scientology AOSHEU & Af -v- Scott, et al., and 1986 C No. Scientology RECI -v- Carter, et al., High Court London, England.	43. Undisputed.
Plaintiff's Evidence: 43. Request for Judicial Notice, Exhibit N, Writ Summons and Statement of Claim between the Church of Scientology Advanced Organization Saint Hill Europe and Africa and Robin Scott, Ron Lawley, et al. in the High Court of Justice, Queen's Bench Division, London, England, dated March 22, 1984; Armstrong Depo., Vol. VII, pp. 857-861, Exhibit 1II.	
44. In or about January and February, 1994, Armstrong	44. Undisputed.

voluntarily agreed to testify against Scientology at Lawley's upcoming trial, and furnished an affidavit concerning his alleged Scientology knowledge and experiences to Lawley and Lawley's counsel. Plaintiff's Evidence: 44. Armstrong Depo., Vol. VII, pp. 857-861, Exhibit 1II; Affidavit of Gerald Armstrong, February 7, 1994, Ex. 1JJ.	
45. Steven Fishman and Uwe Geertz are defendants in an action brought by the Church of Scientology International for defamation. Plaintiff's Evidence: 45. Request for Judicial Notice, Exhibit N, Complaint, Church of Scientology International v. Steven Fishman, etc al., United States District Court for the Central District of California, Case No. 91-6426 HLH (Tx).	45. Undisputed.

46. Armstrong agreed to be a trial witness for Fishman and Geertz and, in 1994, provided assistance and declarations about his claimed Scientology knowledge and experiences to Geertz's counsel.	46. Undisputed.
Plaintiff's Evidence:	
46. Armstrong Depo., Vol. VI, pp. 782-789, Vol. VIII, pp. 1046, 1058, Exhibit 1KK; Declaration of Gerald Armstrong and dated February 22, 1994, Exhibit 1LL; Declaration of Gerald Armstrong and dated April 21, 1994, Exhibit 1MM; Armstrong letter to Graham Berry, dated January 27, 1994, Exhibit 1NN.	

C. Armstrong Breached The Agreement By Discussing His Claimed Experiences In And Knowledge Of Scientology With Media Representatives In Violation Of Paragraph 7(D) Of The Agreement.

47. On March 20, 1992, Armstrong and his counsel, Ford Greene, provided a videotaped interview to	47. Undisputed.

reporter Don Knapp of CNN. __Plaintiff's Evidence__: 47. Complaint, ¶ 44; Answer, ¶ 44; Exhibit 100, Armstrong Depo, Vol. III, 341:24 - 344:14, 345:10-16.	
48. In the CNN interview, Armstrong discussed his knowledge of the Church of Scientology and L. Ron Hubbard which he had gained through his experiences with the Church of Scientology. __Plaintiff's Evidence__: 48. Complaint, ¶ 44; Answer, ¶ 44; Exhibit 1PP, Transcript of CNN Broadcast; Exhibit 100, Deposition of Gerald Armstrong, Vol III, 343:19-344:4; Request for Judicial Notice, Exhibit E, Order Granting Summary Adjudication.	48. Undisputed.
49. Armstrong and his counsel, Ford Greene, were interviewed by reporter William Horne of __The American Lawyer__ magazine. Armstrong	49. Undisputed.

made statements concerning his knowledge of and experiences with the Church of Scientology during that interview. Plaintiff's Evidence: 49. Exhibit 1QQ, Armstrong Depo, Vol III, 341:24-342:14, 348-353; Request for Judicial Notice, Exhibit E, Order Granting Summary Adjudication.	
50. In 1992, Armstrong discussed his anti-Scientology litigation with reporters Robert Welkos and Joel Sappell of the Los Angeles Times. Plaintiff's Evidence: 50. Armstrong Depo, Vol III, 378-380, Exhibit 1RR.	50. Undisputed.
51. In June, 1993, Armstrong discussed Scientology and his knowledge of the Wollersheim case with Joel Sappell. Plaintiff's Evidence: 51. Armstrong letter to Mark Goldowitz, June 30, 1993, Exhibit 1SS.	51. Undisputed.

52. On November 6, 1992, Armstrong gave a videotaped interview to Sylvia "Spanky" Taylor and Jerry Whitfield, in which he discussed his alleged Scientology knowledge and experiences at length. Plaintiff's Evidence: 52. Videotape, Exhibit 1TT; Transcript of Video, Exhibit 1UU.	52. Undisputed.
53. On April 28, 1993, Armstrong attempted to appear on KFAX radio, in the San Francisco area, to discuss his claimed Scientology knowledge and experiences. His appearance was prevented only by the rapid action of CSI's counsel. Plaintiff's Evidence: 53. Bartilson letter to Armstrong, April 28, 1993, Ex. 1VV; Armstrong letter to Bartilson, May 3, 1993, Ex. 1WW.	53. Undisputed.
54. In June, 1993, Armstrong	54. Undisputed.

have an interview to Newsweek reporter Charles Fleming, concerning his claimed Scientology experiences. Plaintiff's Evidence: 54. "Scientology in the Schools," Newsweek, June 14, 1993, p. 76, Exhibit 1XX; Armstrong Depo., Vol. VI, pp. 736-737, Exhibit 1YY.	
55. On June 29, 1993, Armstrong contacted reporter Charles Fleming of Newsweek and discussed his claimed knowledge of the Wollersheim case and Scientology. Plaintiff's Evidence: 55. Armstrong letter to Goldowitz, June 30, 1993, Exhibit 1SS.	55. Undisputed.
56. On August 28, 1993, Armstrong wrote to Charles Fleming discussing his litigation with CSI. Plaintiff's Evidence: 56. Armstrong letter to Fleming, August 28, 1993, Page 48.	56. Undisputed.

Exhibit 1ZZ.

57. On June 29, 1993, Armstrong spoke with reporter Mike Tipping from the Daily Journal concerning his knowledge Wollersheim's anti-Scientology litigation.

Plaintiff's Evidence:

57. Armstrong letter to Goldowitz, June 30, 1993, Exhibit 1SS.

57. Undisputed.

58. In 1993, Armstrong discussed his litigation with CSI and Time reporter Richard Behar.

Plaintiff's Evidence:

58. Armstrong Depo, Vol. VI, pp. 729-730, Exhibit 1AAA.

58. Undisputed.

59. On June 29, 1993, Armstrong discussed Wollersheim's anti-Scientology litigation with Time reporter Richard Behar.

Plaintiff's Evidence:

59. Armstrong letter to Goldowitz, June 30, 1993,

59. Undisputed.

Exhibit 1SS.	
60. In August, 1993, Armstrong discussed his claimed Scientology knowledge and experience with Jennifer Cohen, a reporter for the San Francisco Recorder. He also sent her many documents, including documents relating to the pre-settlement litigation. Plaintiff's Evidence: 60. Armstrong Depo, Vol. VII, pp. 854-855, Exhibit 1BBB; Armstrong letter to Cohen, Exhibit 1CCC.	60. Undisputed.
61. In August, 1993, Armstrong was interviewed by E! TV reporters concerning his claimed Scientology knowledge and experiences. Plaintiff's Evidence: 61. Portions of Transcript of E!TV segment, Exhibit 1DDD.	61. Undisputed.
62. In the late summer or early fall, 1993, Armstrong	62. Undisputed.

discussed his claimed Scientology knowledge and experience on WORD radio in Pittsburgh, Pennsylvania. Plaintiff's Evidence: 62. Armstrong Depo, Vol. VII, 850-855, Exhibit 1EEE.	
63. In October, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a reporter for the St. Petersburg Times, Wayne Garcia. Plaintiff's Evidence: 63. Armstrong Depo, Vol. VI, 720-723, Exhibit 1FFF.	63. Disputed. Armstrong testified that Garcia wanted a comment on Armstrong's present thoughts regarding a 1993 ruling by the IRS. Armstrong did not discuss his knowledge or experiences. Defendant's Evidence Plaintiff's Evidence, Exhibit 1FFF.
64. In October, 1993, Armstrong wrote a lengthy letter to the editor of Premiere Magazine in which he discussed his claimed Scientology experiences. Plaintiff's Evidence: 64. Armstrong letter to Premiere Magazine Exhibit Page 51.	64. Undisputed.

1GGG.

65. In May, 1994, Armstrong sent a letter to the Mirror Group newspapers, United Kingdom, in which he discussed his claimed Scientology experiences and offered to testify voluntarily on behalf of Mirror Group, should it become involved in litigation with CSI.

65. Undisputed.

Plaintiff's Evidence:

65. Armstrong letter to Mirror Group Newspaper, Exhibit 1HHH.

66. In June, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Rick Cusick, a reporter for Gauntlet Magazine.

66. Undisputed.

Plaintiff's Evidence:

66. Armstrong Depo, Vol. VI, 693-694, Exhibit 1III, Armstrong letter to Cusick, Exhibit 1JJJ.

67. In June, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Rick Sine, a reporter for the Pacific Sun. In July, 1994 he wrote a letter to the Editor of the Pacific Sun. Plaintiff's Evidence: 67. Armstrong Depo, Vol. VI, 653-655, 661-662, 664-667, Exhibit 1KKK; Article "Gagged Again," Exhibit 1LLL; Article "Alleged Gagged." Exhibit 1MMM.	67. Undisputed.
68. In August, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Marsha Nix, a representative of the Disney Channel. Plaintiff's Evidence: 68. Armstrong Depo, Vol. VII, 848-849, Exhibit 1NNN.	68. Undisputed.
69. In August, 1994, Armstrong sent documents concerning L. Ron Hubbard to	69. Undisputed.

Tom Voltz, a Swiss writer who claimed to be writing an anti-Scientology book. Plaintiff's Evidence: 69. Armstrong Depo, Vol. VIII, 992-995, Exhibit 1000.	

D. Armstrong Breached The Agreement By Preparing And Distributing His Own Manuscripts Concerning His Claimed Scientology Experiences In Violation Of Paragraph 7(D) Of The Agreement.

70. Armstrong has written and distributed a treatment for a screenplay about his claimed Scientology experiences which he hopes to make into a film. Plaintiff's Evidence: 70. Portions of Transcript of E!TV segment, Exhibit 1DDD; Armstrong letter to Wollersheim, Exhibit 1PPP; Armstrong Depo, Vol. VII, 875-876, Exhibit 1QQQ.	70. Undisputed.
71. Armstrong has written, copyrighted and distributed two manuscripts concerning his claimed Scientology knowledge	71. Undisputed.

and experiences.

Plaintiff's Evidence:

71. "I Declare," Exhibit 1RRR; "Find Better Basket," Exhibit 1SSS; Armstrong Depo, Vol. VI, pp. 654-655, 710; Vol. VII, pp. 798-801, Exhibit 1TTT.

E. Armstrong Breached The Agreement By Discussing His Claimed Scientology Knowledge And Experiences With Third Parties In Violation Of Paragraph 7(D) Of The Agreement.

72. In July - September, 1992, Armstrong spoke with Robert Lobsinger, a Kentucky newspaper publisher concerning his claimed Scientology knowledge and experiences. Armstrong also wrote to Lobsinger and sent him documents about Armstrong's claimed Scientology experiences.	72. Undisputed.

Plaintiff's Evidence:

72. Armstrong Depo., Vol. III, 383-385; Vol. IV, 4521-422, Exhibit 1UUU; Armstrong Letter to Lobsinger, Exhibit

1VVV.	
73. In August, 1992, Armstrong sent documents concerning his claimed knowledge and experiences of Scientology to the New York Times. __Plaintiff's Evidence__: 73. Armstrong Depo., Vol. IV, 4521-422, Exhibit 1UUU.	73. Undisputed.
74. In December, 1992, Armstrong wrote a letter discussing his claimed Scientology knowledge and experiences which he copied to Toby Plevin, Stuart Cutler, Anthony Laing, Kent Burtner, and Margaret Singer. __Plaintiff's Evidence__: 74. Armstrong Letter, Exhibit Q.	74. Undisputed.
75. In January, 1992, Armstrong discussed his claimed Scientology knowledge and experiences with CANLA Director, Priscilla Coates.	75. Disputed. Armstrong testified that he asked Priscilla Coates for a phone number. __Defendant's Evidence__

Plaintiff's Evidence: 75. Armstrong Depo., Vol. II, Hunziker v. Applied Materials, 265, 266, Exhibit 1WWW.	Plaintiff's Evidence, Exhibit 1WWW.
76. From March, 1993 to August, 1994, Armstrong discussed his claimed Scientology knowledge and experiences with Omar Garrison, and sent him documents about his claimed Scientology experiences. Plaintiff's Evidence: 76. Armstrong Depo., Vol. VI, 705-710, Exhibit 1XXX.	76. Undisputed.
77. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with anti-Scientologists Vaughn and Stacy Young. Plaintiff's Evidence: 77. Armstrong Depo., Vol. VI, 764-765, 767-770, 777-780, Exhibit 1YYY.	77. Disputed. Vaughn and Stacy Young are not anti-Scientologists. They are pro-Scientologist. They are opposed to the leaders of Scientology ordering fair game attacks on them, and on anyone. They are opposed to Scientology's leaders deceiving Scientologists and subjecting them to coercive and abusive practices to their

	detriment. Calling the Youngs anti-Scientologists is Scientology's leaders' "black propaganda." Defendant's Evidence Ex. 1, 22:5-15.
78. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a Stanford University psychology class. Plaintiff's Evidence: 78. Armstrong Depo., Vol. VII, 869-870, 872, Exhibit 1ZZZ.	78. Undisputed.
79. In November, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with attendees of a CAN convention. Plaintiff's Evidence: 79. Armstrong Depo., Vol. V, 591-592, Exhibit 1AAAA.	79. Undisputed.
80. In spring, 1994, Armstrong discussed his claimed Scientology knowledge	80. Disputed. Armstrong testified that his conversation with Ms.

and experiences with anti-Scientologist Hana Whitfield.

Plaintiff's Evidence:

80. Armstrong Depo., Vol. VI, 782-785, Exhibit 1BBBB.

Whitfield concerned dismissal of the Fishman case, which dismissal occurred in 1994. Moreover, Ms. Whitfield is not an anti-Scientologist, but pro-Scientologist. She is opposed to the leaders of Scientology ordering fair game attacks on people, including herself. She is opposed to Scientology's leaders deceiving Scientologists and subjecting them to coercive and abusive practices to their detriment. Calling Ms. Whitfield and "anti-Scientologist" is Scientology's leaders' "black propaganda."

Defendant's Evidence

Plaintiff's Evidence, Exhibit 1BBBB; Ex. 1, 22:5-15; Exhibit 2, Declaration of Hana Whitfield in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and

	Authenticating Exhibits, executed April 6, 1995, in toto.

E. Armstrong Breached The Agreement By Establishing And Maintaining An Anti-Scientology Electronic Library Via His Colorado Corporation, FACTNet, In Violation Of Paragraphs 7(D), 7(G), 7(H), 10 And 18(D) Of The Agreement.

81. In June, 1993 Armstrong and anti-Scientologist Lawrence Wollersheim organized "Fight Against Coercive Tactics, Inc." or "Fight Against Coercive Tactics, Network, Inc." a Colorado Corporation (hereinafter, "FACTNet"). Armstrong has testified that he was an incorporator of FACTNet and its first president. Plaintiff's Evidence: 81. Armstrong Depo., Vol. VII, 843, 919-920, Exhibit 1CCCC.	81. Disputed. Lawrence Wollersheim is not an anti-Scientologist, but pro-Scientologist. He is opposed to the leaders of Scientology ordering fair game attacks on people, including himself. He is opposed to Scientology's leaders deceiving Scientologists and subjecting them to coercive and abusive practices to their detriment. Calling Mr. Wollersheim an "anti-Scientologist" is Scientology's leaders' "black propaganda." Defendant's Evidence Ex. 1, 22:5-15; Exhibit 9, Declaration of Lawrence Wollersheim in Opposition to

	Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995.
82. According to Armstrong FACTNet was organized "to create an electronic means of assisting the battle against harmful mind control in its various forms and through its various arms, one of which -- and undeniably a major area in my life -- was Scientology." Plaintiff's Evidence: 82. Armstrong Depo., Vol. VII, 922, Exhibit 1CCCC.	82. Undisputed.
83. Armstrong has described FACTNet as "the electronic backup" to anti-Scientology litigation, and has admitted that the purposes of assembling the FACTNet database included "providing access to materials for	83. Undisputed.

persons who were engaged in litigation with various Church of Scientology entities," and "making information available to persons contemplating pressing claims against various Church of Scientology entities."

Plaintiff's Evidence:

83. Armstrong Depo., Vol. VII, 922-923, Vol. VIII, 961, 972-973, Exhibit 1CCCC.

84. Armstrong supplied anti-Scientology materials to FACTNet's database before FACTNet was incorporated, while he was its president, and after he ceased to be an officer of FACTNet. The materials included declarations, personal writings, exhibits and other documents which Armstrong "possessed and assembled." Armstrong supplied two to three inches of anti-Scientology documents to FACTNet.

84. Disputed.

Armstrong provided FACTNet no materials before it was incorporated. He provided materials to FACTNet after its incorporation which concerned certain of Scientology's illegal or antisocial practices, but no anti-Scientology materials. He provided materials relating to the framing of his attorney Michael Flynn, by a private investigator Eugene Ingram. Ingram is not a named beneficiary in the 1986

Plaintiff's Evidence: 84. Armstrong Depo., Vol. VII, 926-930, Vol. VIII, 954-961, Exhibit 1CCCC.	settlement. Defendant's Evidence Ex. 1, 22:16-24:4; Ex. 9, 2:6-7:6; Plaintiff's Evidence, Exhibit 1CCCC.
85. In addition to supplying documents to FACTNet, Armstrong's role is one of "strategy, planning and consultation." Plaintiff's Evidence: 85. Armstrong letter to Wollersheim, Exhibit 1PPP.	85. Disputed. Armstrong's role in the area of "strategy, planning and consultation," was negligible. He resigned as a director in January, 1994, and has had no official role in FACTNet and no involvement in its operations ever since, other than as a FACTNet library card holder. FACTNet is an organization which champions the rights of cult abuse victims as a library and historical preservation archive. It collects, preserves and makes available information on groups using dangerous mind control practices. Defendant's Evidence Ex. 1, 22:16-24:4; Exhibit 1(R), Letter from Gerald

	Armstrong to Lawrence Wollersheim dated January 21, 1994 resigning as director; Ex. 9, 2:6-7:6; Ex. 9(A) Exhibit A, Publication "FACTNet's Mission," by FACTNet, Inc. (Fight Against Corecive Tactics, Network, Incorporated); Ex. 9(B), FACTNet Research Publication "Scientology's Policies Toward Its Adversaries."

G. Armstrong Intends To Continue Breaching The Agreement.

86. On May 28, 1992, the Court in this action granted CSI's application for preliminary injunction, prohibiting Armstrong, "his agents, and persons acting in concert or conspiracy with him...from doing directly or indirectly any of the following: "Voluntarily assisting any person (not a governmental organ or entity) intending to make, intending to press,	86. Disputed. Scientology brought a motion for a preliminary injunction prohibiting Armstrong from violating any of the conditions of the "settlement agreement." Judge Sohigian denied Scientology's motion as to all conditions of the agreement except for the narrow condition plaintiff states. Defendant's Evidence Plaintiff's Request for

intending to arbitrate, or intending to litigate a claim against the persons referred to in sec. 1 of the ’Mutual Release of All Claims and Settlement Agreement’ of December, 1986, regarding such claim or regarding pressing, arbitrating or litigating it. "Voluntarily assisting any person (not a governmental organ or entity) arbitrating or litigating a claim against persons referred to in sec. 1 of the ’Mutual Release of All Claims and Settlement Agreement’ of December, 1986." Plaintiff’s Evidence: Request for Judicial Notice, Exhibit P, Minute Order of May 28, 1992, issued by Hon. Ronald M. Sohigian.	Judicial Notice, Exhibit P, p. 2, No. 6, first sentence, fifth paragraph, p. 3, first sentence.
87. On June 24, 1992, Armstrong testified regarding the Agreement, "A. When, I mean, I have, I have absolutely no intention of honoring that settlement	87. Undisputed.

agreement. I cannot. I cannot logically. I cannot ethically. I cannot morally. I cannot psychically. I cannot philosophically. I cannot spiritually. I cannot in any way. And it is firmly my intention not to honor it. "Q. No matter what a court says? "A. No court could order it. They're going to have to kill me." Plaintiff's Evidence: 87. Armstrong Depo., Vol. I, 124:3-11, Exhibit 1DDDD.	
88. On November 6, 1992, Armstrong provided a video-taped interview in which he stated, "...I cannot except pursuant to a subpoena, assist someone intending to file a claim or pressing a claim against the organization. Now that we are appealing even that very narrow ruling, because that's unenforceable because if you construe my ...	88. Undisputed.

that this video could possibly indirectly help someone in the future, I can't do this. And not only that but if you consider that my existence indirectly or directly helps someone, then I'll oblige to take my own life. In other words then I must stop breathing. It's unenforceable hence I feel that I am completely at liberty to associate with whomever I want, to talk to whomever I want, and I act in life that way."

Plaintiff's Evidence:

88. Videotape of Interview with Gerald Armstrong, Exhibit 1TT; Transcript of Interview, page 34, Exhibit 1UU.

89. On December 22, 1992, Armstrong sent a letter to attorney Laurie Bartilson, counsel for CSI. In this letter Armstrong wrote, "...I consider myself free to do anything anyone can, except

89. Undisputed.

testify absent a subpoena. Much of what I am permitted [to] do I am going to do. I am going to write freely, speak freely, publish, talk to the media, associate freely, and continue, until you put your faith in something more religious than what is bad in jurisprudence, to confront the injustice you bring to court. In the next month or so I expect to initiate speaking or media events to help pay the enormous costs of this litigation. And I expect to promote my legal position within the publishing industry, because my story and my writings on the subject are literarily and commercially worthy."

Plaintiff's Evidence:

89. Letter of December 22, 1992, page 3, Exhibit 1Q.

90. In this letter, Armstrong wrote, "I will continue to associate with and befriend	90. Undisputed.

all those people I consider you attack unjustly and senselessly. I will make my knowledge and support available to the Cult Awareness Network, a group of people of good will you vilify, in all the litigation you have fomented against them. I will make my knowledge and support available to any Scientologist who is afraid to go anywhere else for understanding, and to the families of Scientologists your organization has estranged. I will even make my knowledge and support available to entities like _Time_ and people like Rich Behar in their defenses from your attacks."

Plaintiff's Evidence:

90. Letter of December 22, 1992, Exhibit 1Q.

91. In this letter, Armstrong wrote, "There is also, as mentioned above, the fact that

91. Undisputed.

in order to defend myself from your attacks and to fund the defense of the litigation you have fomented I must speak and must publish. I'm sure you understand that I remain completely confident that no court, other than the odd one your mercenaries are able to compromise with bucks, babes or bull, will order me to not defend myself."

Plaintiff's Evidence:

91. Letter of December 22, 1992, page 5, Exhibit 1Q.

92. In February, 1993, Armstrong executed a declaration in which he stated, "When I received and read the Sohigian ruling I sought to divine its meaning and apply it sensibly to my life, work and legal situation. If it meant precisely what it said then I would have to stop breathing because by breathing I would be indirectly assisting any

92. Undisputed.

person litigating a claim against the organization entities referred in sec. 1 of the settlement agreement. Obviously, therefore, Judge Sohigian did not mean what he stated. If he meant only that I could not, as opposed to passive assistance to litigating claimants such as breathing, living and writing magazine articles for the public generally, physically act to help such a claimant personally, I would have to ensure every little old lady or little old man I might escort across the road was not such a claimant. I am certain Judge Sohigian did not intend that....I do not believe such non-assistance covenants or orders are legal or do anything but obstruct the administration of justice and attempt to destroy mens' souls."

Plaintiff's Evidence:

92. Armstrong declaration of

February 2, 1993, Exhibit 1EEEE.	
93. On May 3, 1993, Armstrong wrote a letter to Laurie Bartilson which stated, "You are in error in your interpretation of the December 6, 1986 settlement agreement. I did not agree on that date to forgo future media appearances for a substantial sum of money...." and "Your threat that you will subject me to the liquidated damages provision of the settlement agreement for appearing on [a radio program] is obscene. Even its inclusion in the settlement agreement; that is $50,000.00 per word I write or speak about your organization is obscene."	93. Undisputed.
Plaintiff's Evidence: 92. Armstrong letter to Bartilson, May 3, 1993, Exhibit 1FFFF.	

94. On August 16, 1993, Armstrong wrote to Andrew Wilson that "[M]y breaching of the agreement has continued unabated since 1990. It is my duty, therefore, to continue that breach unabated until the agreement is rescinded and no longer exists to be breached. This letter thus also serves to advise you and your client that I am continuing unabated. Please also advise your client to not waste its victims "donations" sending around its camera-toting PIs to try to catch me in an instant when I am doing something other than my unbroken breach. If I am not heard to be breaching the agreement at any moment, I have not stopped doing so, but am just between words or breaching in a whisper. Even in my sleep, though I may not be somniloquizing, I am in every instant breaching the agreement."

Plaintiff's Evidence:

Page 73.

94. Undisputed.

94. Armstrong letter to Wilson, Exhibit 1GGGG.	
95. In June, 1994, Armstrong gave an interview to Pacific Sun Reporter Rick Sine, in which he claims, "I stated that, certainly at one point, that the settlement agreement was unenforceable from the start; and according to the language of the settlement agreement, it was absolutely impossible to live, live by it; and I realize it would have driven me absolutely nuts to even attempt. Nevertheless, I had tried to live by it and live within what I call the spirit of settlement. unless I arrived at a point where it simply was impossible and I had to take a stand and had to do -- take the acts, do the things that ended up doing." Plaintiff's Evidence: 95. Armstrong Depo., Vol. VI, 665-666, Exhibit 1HHHH.	95. Undisputed.

96. In July, 1994, Armstrong wrote to the Pacific Sun, that Judge Sohigian "refused the organization's gargantuan effort to gag me. ... I rarely had to consider violating the injunction to help [people]. Everyone else I help with impunity." Plaintiff's Evidence: 96. Letter to Pacific Sun, "Alleged Gag," Exhibit 1MMMM.	96. Undisputed.
97. On February 1, 1995, Armstrong wrote to Church member, Nancy O'Meara, copying the "Media": "What Scientology is doing with me is suppressive, and threatening to justice, wisdom and innocent people everywhere. I will continue to stand my ground and I refuse to be suppressed.... As long as I breathe I will continue to do what I see as God's will, and continue to bring Scientology's evil nature to the light of truth."	97. Undisputed.

Plaintiff's Evidence:

97. Armstrong Letter to O'Meara, Exhibit 1IIII.

ADDITIONAL DISPUTED FACTS

Armstrong's Claim: Scientology is not entitled to summary adjudication of the Twentieth Cause of Action because: 1. Scientology obtained Armstrong's signature on the subject settlement document by duress; 2. Scientology obtained Armstrong's signature on the subject settlement document by fraud; 3. the settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed; 4. Scientology's hands are unclean in this transaction and Scientology is therefore barred from obtaining the relief it seeks; 5. the settlement agreement and Scientology's enforcement thereof are obstructive of justice; 6. all of Armstrong's experiences concerning which Scientology seeks to silence him are religious in nature and the silencing of the expression of such experiences by court order is completely barred by the First Amendment to the United States Constitution; and, 7. all of Armstrong's activities which Scientology claims are violations of the subject agreement are religiously motivated and completely protected by the First Amendment, and the Religious Freedom Restoration Act of 1993.

ISSUE NO. I

Armstrong's Claim: Scientology obtained Armstrong's signature on the subject settlement document by duress.

Armstrong incorporates herein his Disputed Fact and

Evidentiary Support No. 1, A-E, supra.

ISSUE NO. II

Armstrong's Claim: Scientology obtained Armstrong signature on the subject settlement document by fraud.

Armstrong incorporates herein his Disputed Fact and Evidentiary Support No. 1, A-E, supra.

98. Flynn advised Armstrong prior to Armstrong's signing the settlement agreement that Scientology had promised that in exchange for his signing the agreement it was ceasing all fair game activities and all attacks against Armstrong, and everyone else.	98. Ex. 1, 9:1-15; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(G), 9:25-10:4, 11:15-17; Exhibit 1(S), Ex parte application to continue hearing on motions for summary adjudication and declaration thereto executed April 7, 1995, 5:10-22.
99. The settlement agreement contains the following language: 7 I. "...the "slate" is wiped clean concerning past actions by any party." 18. "(D) The parties hereto and their respective attorneys each agree not to disclose the contents of this executed Agreement. Nothing	99. Plaintiff's Evidence, Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, pp. 11, 15.

herein shall be construed to prevent any party hereto or his respective attorney from stating that this civil action has been settled in its entirety. (E) The parties further agree to forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement."	
100. Armstrong believed that the above quoted clauses in the settlement agreement required that Scientology forbear and refrain from further acts of fair game against him, and that Scientology would not say or publish anything about him, other than that the case had been settled in its entirety.	100. Ex. 1, 15:1-10; Ex. 1(G), p. 12, ¶18.
101. Indeed, Scientology entity Author Services, Inc.'s	101. Ex. 1(A)(D) Notice of Motion and Motion by Defendant

attorney Lawrence Heller, who "was personally involved in the [1986] settlements," stated in a declaration executed November 1, 1989 in support of Scientology's motion to delay or prevent the taking of certain third party depositions, including Armstrong's, that: "The non-disclosure obligations were a key part of the settlement agreements insisted upon by all parties involved."	Author Services, Inc to Delay or Prevent the Taking of Certain Third Party Depositions by Plaintiff dated November 1, 1989 in Corydon v. Scientology, LASC No. C 694401, declaration of Lawrence E. Heller, 8:27-9:16.
102. Attorney Heller repeated this averment in the memorandum of points and authorities, stating: "One of the key ingredients to completing these settlements, insisted upon by all parties involved, was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences with the Church of	102. Ex. 1(A)(D), 4:9-19.

Scientology; (2) any knowledge possessed by the Scientology entities concerning those staff members or parishioners."	
103. In his call to Armstrong on November 20, 1989, Heller also stated that Scientology had signed a non-disclosure agreement as well and as far as he knew had lived up to the agreement. Armstrong listed out for Heller statements made by Scientology in violation of the agreement.	103. Ex. 1(A), p. 21, ¶ 44; Ex. 1(B), p. 6, ¶ 13, pp. 12,13, ¶19; Ex. 1(B)(L), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on November 20, 1989; Ex. 1(B)(M), Transcript of Gerald Armstrong's side of telephone conversation with Lawrence Heller on November 20, 1989 p. 2.
104. If Armstrong had known that the meaning of the settlement agreement was that Scientology was free to attack him or anyone else, that it was going to continue fair game as before, and that he would be legally unable to respond or defend himself or	104. Ex. 1, 15:1-10; Ex. 1(H), p. 18, ¶17.

anyone else, he would never, for all the money in the world, have signed the document.	
105. Since Armstrong signed the settlement agreement, Scientology reneged on its promise and continued its fair game attacks on him. These fair game attacks after December, 1986, but prior to any acts by Armstrong, which Scientology alleges are breaches of the agreement, include, but are not limited to:	105. A. Ex. 1(A), pp. 7-9, ¶¶ 15-19, p. 20, ¶ 43; Ex. 1(A)(E), Excerpts from 1987 Scientology "Dead Agent" document.
A. Delivering "dead agent documents," on him to various media representatives.	
B. Publishing its own false descriptions of his Scientology experiences.	B. Ex. 1, 10:12-24; Ex. 1(A), pp. 7-9, ¶¶ 15-19; Ex. 1(A)(E).
C. Disseminating to the media an edited, misleading and defamatory version of a secret and illegal videotape	C. Ex. 1(A), p. 20, ¶ 43; Ex. 1(A)(N), Business card of Eugene M. Ingram on copy face of videocassette; Ex. 1(G),

its agents made of him.	14:24-15:3.
D. Disseminating his own documents which Scientology itself had requested be sealed.	D. Ex. 1(A), pp. 10-12; Ex. 1(A)(F), First Affidavit of Kenneth Long executed October 5, 1987 and filed in *Scientology v. Miller & Penguin Books*, High Court of Justice, London, England, Case No. 1987 C 6140, p. 2-14, ¶¶ 2-26, and all exhibits thereto.
E. Filing affidavits about him in a civil lawsuit in England which falsely asserted, *inter alia*, that he violated court orders and was an admitted agent provocateur of the US Government.	E. Ex. 1(A), pp.9-18, ¶¶ 21-39; Ex. 1(A)(F), p. 2-14, ¶¶ 2-26; Ex. 1(A)(G), Second Affidavit of Kenneth Long executed October 5, 1987 and filed in *Miller*, p. 2-17, ¶¶ 3-32; Ex. 1(A)(H), Third Affidavit of Kenneth Long executed October 5, 1987 and filed in *Miller*, p. 2, ¶ 3, p. 4, ¶¶ 8,9; Ex. 1(A)(I), First Affidavit of Sheila Chaleff executed October 5, 1987 and filed in *Miller*, p. 3, ¶ 7; Ex. 1(A)(J), Fourth Affidavit of Kenneth Long executed

	October 7, 1987 and filed in *Miller*, p. 2-8, ¶¶ 2-16; Ex. 1(A)(K), Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in *Miller*, p. 2-7, ¶¶ 3-15.
F. Threatening him with being sued if he even talked to attorneys in the case in which the false charges were being made about him.	F. Ex. 1(A), p. 9, ¶ 20.
G. Threatening to expose a private writing if he did not assist Scientology's effort to prevent a civil litigant, Bent Corydon from obtaining access to the *Armstrong* case file.	G. Ex. 1(A), p. 18, ¶ 40.
H. Threatening him with being sued if he testified about his Scientology experiences even pursuant to a subpoena.	H. Ex. 1, 11:2-11; Ex. 1(A), pp. 2,3, ¶4, pp. 3,4, ¶¶ 7,8, pp. 7-9, ¶¶ 15-19; pp. 20,21, ¶44; Ex. 1(B), pp. 9,10, ¶ 16; pp. 11-13, ¶¶ 18, 19; Ex. 1(B)(J), Notes of Gerald Armstrong of telephone conversation with Lawrence

	Heller on October 23, 1989; Ex. 1(B)(K), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on October 25, 1989; Ex. 1(B)(L); Ex. 1(B)(M); Ex. 1(H), p. 11, ¶ 14.
I. Threatening him with being sued for being in court to attend a hearing concerning his own deposition.	I. Ex. 1(A), p. 23, ¶ 51; Ex. 1(B), pp. 11, 12, ¶18, Ex. 1(B)H, Declaration of Gerald Armstrong, executed March 26, 1990.
106. The first thing Armstrong did in response to Scientology's post-settlement fair game attacks was to file two petitions in the California Court of Appeal to be able to respond in the then pending appeal Scientology had taken from the 1984 decision in the Armstrong case, and the appeal Scientology had taken from the unsealing by Bent Corydon of the Armstrong court file. Over Scientology's objections, the Court of	106. Ex. 1, 11:11-20; Ex. 1(A), pp. 23,24, ¶¶ 52-54; Ex. 1(A)(P), Respondents's Petition for Permission to File Response and for an Extension of Time to File Response filed in the California Court of Appeal February 28, 1990 in Scientology v. Armstrong, Case No. B025920; Ex. 1(A) and all Exhibits thereto; Ex. 1(A)(Q), Defendants's Petition for Permission to File Response and for Time to File filed in

Appeal granted his petitions. The Court also unsealed the subject settlement agreement, which Armstrong had filed as a "sealed exhibit" to his petitions.	the California Court of Appeal March 1, 1990 in *Scientology v. Armstrong*, Case No. B038975; Ex. 1(B), and all Exhibits thereto; Ex. 1(G), 15:25-16:4.
107. From the time Armstrong petitioned the Court of Appeal, Scientology has continued its fair game attacks on him without ceasing. These fair game attacks include, but are not limited to: A. Disseminating to the media "dead agent packs" of "black propaganda" on him which provide Scientology's false version of Armstrong's experiences and include at least the following lies: a. that Armstrong testified falsely at trial in 1984;	107. A. a. Ex. 1, p. 20, ¶ 40-A, Exhibit O, Set of Bates-stamped Scientology publications, known as "dead agent documents" concerning Gerald Armstrong and Judge Paul G. Breckenridge, Jr., produced by Scientology herein, and authenticated by Scientology representative Lynn R. Farny, at Bates stamped pages 200048, 200054; 200191; 200196.
b. that he "has adopted a degraded life-style;"	b. Ex. 1(O), 200049; 200191.

c. that he was "apparently naked" in a newspaper photo;	c. Ex. 1(O), 200049, 200191.
d. that he is connected to Cult Awareness Network described as "a referral agency for those who engage in the illegal activity of kidnapping adults for the purpose of forcibly persuading them to abandon their religious beliefs;"	d. Ex. 1(O), 200049; 200191.
e. that Armstrong's defense at his 1984 trial "was a sham and a fraud;"	e. Ex. 1(O), 200049, 200050; 200192; 200359.
f. that the LAPD "authorized [Scientology's] videotapes of Armstrong;	f. Ex. 1(O), 200050; 200192; 200360.
g. that Armstrong wanted to plant fabricated documents in Scientology files and tell the IRS to conduct a raid;	g. Ex. 1(O), 200050-200052; 200360; 200361; 200669.
h. that he wanted to	h. Ex. 1(O), 200051; 200193.

plunder Scientology for his own financial gain;	
i. that he never intended to stick to the terms of the settlement agreement;	i. Ex. 1(O), 200053; 200196; 200362.
j. that Armstrong's motives in writing attorney Eric Lieberman regarding the Nothling case were money and power;	j. Ex. 1(O), 200054; 200196.
k. that he was incompetent as a researcher on the Hubbard biography project;	k. Ex. 1(O), 200054; 200196; 200367.
l. that he wanted to orchestrate a coup in which members of the US Government would wrest control of Scientology.	l. Ex. 1(O), 200052; 200194.
B. Using transcripts and other documents to attack Armstrong which Scientology itself has insisted be sealed.	B. Ex. 1(O), 200072-200094; 200096-200013; 200670; 200054 ("section 11"); 200055 ("section 13"); 200196 ("section 11"); 200670 ("(See

	letter, page 31)"); 200361 ("Section 2"); 200368 ("Section 19").
C. Publishing "black propaganda" on Armstrong without stating its source which provide Scientology's false version of his experiences and include at least these false and/or perverted charges: a. that he was formerly a heavy drug user;	C.a. Exhibit 1(L), Scientology publication entitled ""FACTNet" - Perversions, Criminality and Lies." Scientology at p. 3.
b. that he was paid to provide homosexual sex;	b. Ex. 1(L), at p. 3.
c. that a Marin Independent Journal photo showed him in the nude holding the globe;	c. Ex. 1(L), at p. 3.
d. that he is a psychotic and lives in a delusory world;	d. Exhibit 1(M), Scientology publication entitled ""FACTNet" Still Off the Rails," at p. 2.
D. Scientology (CSI)	D. Exhibit 1(N), Letter from

director Michael Rinder on May 9, 1994, wrote a letter to the Mirror Newspaper Group in London, United Kingdom in which he stated that Armstrong "has now distinguished himself by posing naked in a newspaper;"	Michael Rinder, Church of Scientology International executive and director of plaintiff herein, to Mirror Group Newspapers in London, United Kingdom dated May 9, 1994, at p. 2.
E. Church of Scientology International President Heber Jentzsch on August 5, 1993 wrote a letter to E! Television in which he stated that Armstrong "has no relation to art or artists...except, of course, for the photo of himself, nude, hugging the globe;"	E. Exhibit 1(U), Letter from Church of Scientology International President Heber Jentzsch to E! Television dated August 5, 1993.
F. Scientology agent Eugene Ingram spread the rumor that Armstrong has AIDS;	F. Ex. 1, 23:20-23, Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, executed September 9, 1995, 10:1-6, 11:13-25; Exhibit

	10(A), Videotape taken by Eugene Ingram of Gerald Armstrong at November, 1992 Cult Awareness Convention, produced by Scientology herein (lodged separately).
G. Scientology agent Garry Scarff was briefed by Ingram to expand on the "fuck buddy" relationship between attorney Ford Greene and Armstrong;	G. Exhibit 1(K), Declaration of Garry L. Scarff, executed February 11, 1993 and filed herein in opposition to order to show cause re contempt, at 4:6-10, 5:10-12;
H. Filing declarations in various courts containing false charges, and then using the settlement agreement to prevent him from responding or punish him for responding;	H. Exhibit 1(P), Declaration of David Miscavige, executed February 8, 1994 and filed in Scientology v. Steven Fishman, supra, 31:22-32:14; Scientology's Request for Kudicial Notice, Exhibit A, second amended complaint, 19th cause of action, at 25:16-26:18; Scientology's motion for summary adjudication of 13th, 16th, 17th & 19th causes of action, at 9:9-10:4; Exhibit 1(E)(C), Scientology's Supplemental Memorandum in

	Support of Defendant's Motion to Dismiss Complaint with Prejudice, filed August 26, 1991 in Aznaran, supra, at 5:11-6:12, and declaration of Lynn R. Farny appended thereto, at pp 39-41; Scientology's evidence in support of motion for summary adjudication, Exhibit 1J, declaration of Gerald Armstrong executed September 3, 1991, and filed in Aznaran.
I. Attempting to have Armstrong jailed for contempt of court based on mischaracterization of his actions and manufactured actions;	I. Ex. 1(H)(DD), Scientology's Ex parte Application for Order to Show Cause Why Gerald Armstrong Should Note Be Held in Contempt, filed herein December 31, 1992; Exhibit 1(J) Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, Authenticating Exhibits, 7:20-8:12; Ex. 1(J)(L); Exhibit

	1(J)(M), "Why Thetans Mock Up," Scientology Bulletin by L. Ron Hubbard dated October 1, 1969, Bates stamped p. 700576; Plaintiff's Evidence, Exhibit 1EEEE, declaration of Gerald Armstrong, executed February 2, 1993.
J. Providing documentation to Premiere magazine about Armstrong, including partial transcripts of the illegal Ingram videotaping of Armstrong and then using the settlement agreement to punish Armstrong for responding;	J. Exhibit 1(Q), Article "Catch a Rising Star," by John H. Richardson in Premiere, September, 1993, p. 88; Scientology's motion for summary adjudication, at 8:18; Scientology's evidence, Exhibit 1GGG, letter from Gerald Armstrong to Premiere.
K. Providing a press release to the Marin Independent Journal concerning the Court's ruling of January 27, 1995, which discusses Armstrong's Scientology experiences and contains the false statement that he "promised [in the settlement agreement] to refrain from	K. Exhibit 1(T), Scientology press release from Nancy O'Meara and Andrew H. Wilson regarding January 27, 1995 ruling by Judge Gary W. Thomas granting summary adjudication; Scientology's motion for summary adjudication, at 14:22-15:5; Scientology's evidence, Exhibit 1IIII,

spreading falsehoods about [Scientology];" and then using the settlement agreement to punish Armstrong for responding;	letter from Gerald Armstrong to Nancy O'Meara.
L. Secretly videotaping him.	L. Ex. 1(E)(E), pp. 29-33, Letters of August 21 and August 22, 1991 to Scientology attorney Eric Lieberman.
108. Scientology has also continued to carry out fair game against its other perceived enemies, many of them Armstrong's friends and associates who include Ford Greene, Hana Whitfield, Dennis Erlich, Lawrence Wollersheim, Jonathan Atack, Margery Wakefield, Nancy McLean and Malcolm Nothling.	108. Ex. 1, 24:5-24; Ex. 10, 11:5-12:7; Ex. 9, 1:18-5:21; Ex. 9(B), in toto; Ex. 2, 1:12-27, 8:20-26, 6:21-12:18; Ex.2(A), 8:5-29:17, 38:4-41:7; Exhibit 3, Declaration of Dennis Erlich in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 6, 1995, 3:9-19; Exhibit 4, Declaration of Margery Wakefield in Opposition to Motions for Summary Adjudication of 20th

Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 7, 1995, 3:25-3:17; Exhibit 4(B), Scientology's Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Criminal Contempt, filed February, 1993 in Wakefield v. Scientology, US District Court for the Middle District of Florida, Case no. 82-1313-Civ-T-10; Exhibit 5, Declaration of Keith Scott in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, executed April 5, 1995, 3:6:15; Exhibit 6, Declaration of Malcolm Nothling in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended

Complaint, and Authenticating Exhibits, executed April 2, 1995, 2:6-11, 2:17-21; Exhibit 6(A), Sworn Statement, pp 1,2, ¶¶ 3-7; Ex. 7, pp. 1-3, ¶¶ 6-12, p. 4, ¶ 16; Exhibit 7, § "General Report on Scientology - Declaration of Jonathan Caven-Atack," p. 1, ¶2, pp. 12-16, ¶¶68-90; Exhibit 7(A) Booklet "Total Freedom Trap: Scientology, Dianetics and L. Ron Hubbard, by Jon Atack, Theta Communications, Ltd., 1992, pp. 18,19, 28; Exhibit 7(B), Scientology Booklet "Anatomy of a Propagandist" Theta Communications International, undated. pp. 1-end; Exhibit 8, Declaration of Nancy McLean in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 5, 1995, 1:17-3:6; Ex.1(L), pp. 1-5; Ex.

1(M), pp. 1-3.

ISSUE NO. III

Armstrong's Claim: The settlement agreement is unfair, unreasonable, unconscionable and cannot be specifically performed.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-108, supra.

109. Scientology's interpretation of the settlement agreement is that it can say whatever it wants to anyone in any form at any time about Armstrong and that he has no right to respond.	109. Ex. 1, 15:1-3; Ex. 1(B)(F), Declaration of Lawrence Heller executed March 27, 1989 and filed in Corydon, supra.,34:26-35-13; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.
110. Armstrong has been "fair game" since 1982.	110. Ex. 1(A)(A), 5:3-19; 7:9-12:9; Ex. 1(A)(A) Appendix, 13:4-15:3; Ex. 1(B), pp. 17, 18, ¶ 27; Ex. 1(C), at 920, 921, 925; Exhibit 1(I)(U), Deposition testimony herein July 11 and July 26, 1994 of Lynn Farny ("Farny") Secretary

	and corporate representative of plaintiff CSI, at 250:24-251:6; Ex. 1(I)(AA); Ex. 1(I)(BB); Ex. 1(I)(CC), "Suppressive Persons and Suppressive Groups List, Flag Executive Directive" dated July 25, 1992, (alphabetical list). Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.
111. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.	111. Ex. 1(A) p. ¶ 1; Ex. 1(A)(A), 12:10-16; Exhibit 1(A)(B) Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912, at 13; Ex. 1(G), 11:7-10; Ex. 1(H), p. 18, ¶17.
112. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and others and its release of him from all acts and claims, to dismiss his cross-complaint	112. Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C; Ex. 1, 9:1-25; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(A)(D), declaration of Lawrence E. Heller, 8:27-9:16; Ex. 1(G), 9:25-10:4,

and release Scientology for all its acts and claims up to the date of settlement. Nowhere in the agreement does it state that Armstrong released Scientology from future acts, that Scientology may say or publish whatever it wants about him, nor that he waived any right to respond to any such statement.	11:15-17; Ex. 1(S), and declaration thereto, 5:10-22.
113. The settlement agreement, however, specifically states that Armstrong waived his right to respond in any appeal Scientology might take from the 1984 decision in his case by Judge Breckenridge.	113. Plaintiff's Evidence, Exhibit A, pp. 4,5, ¶¶ 4A, 4B.
114. In spite of that specific waiver, the Court of Appeal granted Armstrong's petition to respond, which was based in part on his assertion that being held by contract from not responding worked a fraud upon the Court.	114. Ex. 1(A)(P).

115. The Court of Appeal also granted Armstrong's petition to respond in the appeal Scientology had taken from the unsealing of the Armstrong court file, which petition was based in part on his assertion that being held by contract from not responding worked a fraud upon the Court, and on the acts of fair game perpetrated against him by Scientology after the 1986 settlement.	115. Ex. 1(A)(Q); Ex. B, and all exhibits thereto; Ex. C.
116. Flynn advised Armstrong that what Scientology was paying him for in the settlement was his dismissal of his cross-complaint and his release of Scientology for all its prior acts.	116. Ex. 1(B), p. 3, ¶7; Plaintiff's Evidence, Exhibit A, ¶¶ 1,4,5,6,8; Ex. 1(G), 8:28-9:5.
117. Armstrong never agreed to permit Scientology to continue fair game, to be himself a punching bag, or a willing victim, to be a tool of Scientology's obstruction	117. Ex. 1, 14:28-15:10; Ex. 1(A), p. 7, ¶ 14, p. 22, ¶ 46; Ex. 1(B), pp. 17, 18, ¶27; Ex. 1(H), p. 18, ¶ 17.

of justice or its suppression of our brothers; and would never agree to such a condition for any amount of money.	
118. Other people who understand Scientology's fair game philosophy and practices also view Scientology's interpretation of the settlement agreement unconscionable.	118. Ex. 9, 4:4-5:13; Ex. 2, 17:13-26; Ex. 3, 3:20-4:8; Ex. 4, 3:9-17; Ex. 5, 1:21-3; Ex. 6, 1:23-4:6; Ex, p. 3, ¶¶ 12-16.
119. Nancy McLean and Margery Wakefield, view the way Scientology is using the settlement agreements as so unconscionable that they have risked court orders and prison to continue to speak out against Scientology's antisocial practices.	119. Ex. 1, 24:5-24; Ex. 4, 2:25-17; Ex. 4(B); Ex. 8, 2:22-25.
120. On December 23, 1991, at the hearing of a motion brought by Scientology in the original Armstrong case to enforce the settlement	120. Exhibit 1(Y), Partial transcript of proceedings, December 23, 1991, in Scientology v. Armstrong, Los Angeles Superior Court No. C

agreement, Los Angeles Superior Court Judge Bruce R. Geernaert, stated regarding the agreement:

"So my belief is Judge Breckenridge, being a very careful judge....if he had been presented that whole agreement and if he had been asked to order its performance, he would have dug his feet in because that is one .... I'll say one of the most ambiguous, one-sided agreements I have ever read. And I would not have ordered the enforcement of hardly any of the terms if I had been asked to, even on the threat that, okay the case is not settled. ¶ I know we like to settle cases. But we don't like to settle cases and, in effect, prostrate the court system into making an order which is not fair or in the public interest."

420153, at 52:5:19.

121. On February 19, 1992,

121. Exhibit 1(V), Letter from

fifteen days after Scientology filed the instant case, Armstrong's attorney Ford Greene wrote to Scientology attorney Laurie Bartilson and requested that Scientology release Armstrong's attorneys Michael Flynn, Bruce Bunch and Julia Dragojevic from any contract by Scientology which prohibited them from providing Armstrong with a declaration or otherwise assisting him in this case.	Ford Greene to Laurie Bartilson dated February 19, 1992.
122. On February 24, 1992, Greene wrote to Bartilson and requested that Scientology release other settling parties, specifically, Nancy Dincalci, Kima Douglas, Michael Douglas, Robert Dardano, Warren Friske, William Franks, Laurel Sullivan, Edward Walters, Howard Schomer, Martin Samuels, Julie Christopherson, Nancy McLean, Tonja Burden, Gabe Cazares and Margery	122. Exhibit 1(W), Letter from Ford Greene to Laurie Bartilson dated February 24, 1992.

Wakefield, from any contract by Scientology which prohibited them from providing Armstrong with a declaration or otherwise assisting him in this case.	
123. On March 3, 1992 Bartilson wrote to Greene, refusing to release Armstrong's attorneys or other settling parties. Scientology has refused throughout this litigation to release either Armstrong's attorneys or the settling parties from any contracts by which they are prohibited from assisting Armstrong.	123. Exhibit 1(X), **Letter from Laurie Bartilson to Ford Greene dated March 2, 1992.**
124. Flynn recently told Armstrong that if he were free to do so he would testify that: Scientology prior to and during the time he was involved in litigation used the legal system and force against perceived critics and	124. Ex. 1(S), 4:26-6:23.

targeted "enemies" to eliminate ideas antithetical to its own; that this went under the heading "fair game," and included the concepts of "attack the attacker," and "black propaganda;" that Scientology swore to give up these practices and begged for a settlement as a means of obtaining an opportunity to prove that it had given up these practices; that, but for Scientology's promise that it was giving up all fair game practices, he would never have agreed to sign, nor had Armstrong or any other client agree to sign, Scientology's settlement documents; that the depth of his and Armstrong's principles and extent of dedication to the truth is manifested by the successful litigation of the case Scientology v. Armstrong, Los Angeles Superior Court No. C 420153; that intrinsic to the agreement was the recognition that the Armstrong cross-complaint was about to go to trial, that Scientology had substantial liability therein, and that there had been a verdict of $30,000,000 against Scientology in the case of Wollersheim v. Scientology, also in LA Superior Court within less than five months of the December, 1986 settlement; that he was the subject of fair game from 1979 through 1986, had been sued fifteen times by Scientology, had been harassed unmercifully, framed, threatened, his marriage ruined and his family and career threatened, and that he was desperate to get out of the fair game threat; that there were no negotiations concerning the liquidated damages condition of the settlement agreement; that there were no negotiations involving Armstrong; that he believed that, despite

Scientology's refusal to not include the condition, it was and is unenforceable, and told Armstrong so at the time; that there is no reasonable relationship between Scientology's actual damages and the liquidated damages; that the bargaining power of the parties was completely lopsided in Scientology's favor; that there was supposed to be a "clean slate," after the settlement; and, that if Scientology published anything about Armstrong after the settlement Armstrong was not prohibited from responding to such post-settlement statements.	
125. On April 6, 1995, Armstrong applied to Judge Gary W. Thomas ex parte for an order releasing Flynn from the contract by which Scientology prohibited him from helping Armstrong. Scientology opposed Armstrong's application and	125. Ex. 1(S).

Judge Thomas denied it.

ISSUE IV

Armstrong's Claim: Scientology's hands are unclean in this transaction and Scientology is therefore barred from obtaining the relief it seeks.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-125, *supra*.

126. In his decision after the 1984 trial in the Armstrong case Judge Breckenridge ruled that Scientology did not have "clean hands," with respect to Armstrong as a result of its "suppressive person" declares and the fair game actions which followed.	126. Ex. 1(A), 1:25-28.
127. This decision was affirmed in its totality by the Court of Appeal in 1991, which also noted that the "declares" subjected Armstrong to,the "Fair Game Doctrine," "which permits a suppressive person to be "tricked, sued or lied to or destroyed...[or] deprived of property or	127. Ex. 1(C).

injured by any means by any Scientologist."	
128. Following the Breckenridge decision, Scientology continued to subject Armstrong to fair game.	128. Ex. 1, 5:5-6:19; Ex. 1(G), 6:13-7:7; Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O); Ex. 1(B), p. 1, ¶ 2; Ex. 1(B)(O), 3:15-8:16; Ex. 1(B)(P), 6:4-11:12.
129. Scientology subjected Armstrong's attorney Michael Flynn to fair game.	129. Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4,5 ¶8, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, p. 4, ¶16; Ex. 1(G)(L), pp. 4,5, (5); Ex. 1(G)(M); Ex. 1(G)(N); Ex. 1(G)(O).
130. Scientology promised to discontinue fair game against Armstrong and others as an inducement for settlement; then reneged on that promise and have continued fair game against Armstrong since the settlement.	130. Ex. 1, 9:1-15; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(G), 9:25-10:4, 11:15-17; Exhibit 1(S), 5:10-22. Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.

131. Prior to Armstrong speaking publicly about his experiences in Scientology, Scientology engaged him in public controversy by publishing and disseminating its own versions of his experiences, and has continued thereafter to publish and disseminate its versions of his experiences.	131. Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.

ISSUE V

Armstrong's Claim: The settlement agreement and Scientology's enforcement thereof are obstructive of justice.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-131, supra.

132. Scientology claims that by the settlement it was free to comment upon Armstrong's statements, and that Armstrong could not respond to Scientology's post-settlement comments.	132. Ex. 1, 15:1-3; Ex. 1(B)(F), 34:26-35-13; Scientology's motions for summary adjudication of 20th cause of action, and 13th, 16th, 17th and 19th causes of action of second amended complaint filed herein.
133. Scientology characterized	133. Ex. 1(B)(E),

Armstrong's statements, which it claims it is free to comment on, as "often bizarre allegations."	Scientology's Opposition of Defendants to Motion for an Order Directing Non-Interference with Witnesses and Disqualification of Counsel, filed March 27, 1990 in *Corydon*, *supra*, 14:25-15:1.
134. Lawrence Heller testified that "[a]t the time of the Armstrong settlement, information from Mr. Armstrong was being used in a number of cases around the world."	134. Ex. 1(B)(F), 35:2-4.
135. Scientology staff member Kenneth Long stated in a declaration executed January 19, 1995 that prior to December, 1986, Armstrong had testified in 15 cases a total of 28 trial days, had been deposed for 19 days, and had executed 28 declarations in 15 cases all of which concerned Scientology and its related entities.	135. Exhibit 1(BB), Declaration of Kenneth D. Long in support of plaintiff's reply in support of motion for summary adjudication of the fourth, sixth and eleventh causes of action of plaintiff's second amended complaint, filed herein January 20 1995, 1:24-28.
136. In the same declaration	136. Ex. 1(BB), 1:20:22.

Long describes Armstrong as, inter alia, "an anti-Church litigant and a professional witness against the Church in other litigation" and "a paralegal who worked extensively on anti-Church cases."

137. In Armstrong's expert opinion, "[t]he whole set of "settlement agreements," which are commonly known as the "Flynn agreements," are unfair to anyone who litigates either as a defendant or plaintiff against Scientology, since these agreements remove knowledgeable witnesses from the legal arena and drive up litigation costs. The "agreements" are also unfair to the public because they allow Scientology's leaders to rewrite history, lie about judicially credited information, attack the sources of that information without response, and convey	137. Ex. 1, 15:10-20.

the idea that it is futile to speak the truth or oppose their tyranny. These "agreements" obstruct justice."

ISSUE VI

Armstrong's Claim: All of Armstrong's experiences concerning which Scientology seeks to silence him are religious in nature and the silencing of the expression of such experiences by court order is completely barred by the First Amendment to the United States Constitution.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-137, supra.

138. Scientology claims to be a religion.	138. Plaintiff's Evidence: Request for Judicial Notice, Exhibit A, face. All papers filed by Scientology herein.
139. Scientology claims in its By-Laws to be "an association of persons having incorporated exclusively for religious purposes under the laws of the State of California as the same relate to Nonprofit Religious Corporations."	139. Exhibit 1(CC), Revised By-Laws of Church of Scientology International. p. 1, preamble.

140. In its By-Laws Scientology defines "Religion of Scientology" and "Scientology" as "the religious doctrines, beliefs, tenets, practices, applied religious philosophy and technology for its application as developed by L. Ron Hubbard and as the same may hereafter be developed by L. Ron Hubbard."	140. Ex. 1(CC), p. 3, ¶ c.
141. In its By-Laws Scientology defines "Scriptures" as "the writings and recorded spoken words of L. Ron Hubbard with respect to Scientology and organizations formed for the purposes thereof."	141. Ex. 1(CC), p. 3, ¶ d.
142. Scientology's By-Laws state that the purposes of "a Church of Scientology:" "The corporation shall espouse, present, propagate, practice, ensure and maintain the purity and integrity of, the religion	142. Ex. 1(CC), p. 4, Article III.

of Scientology, as the same has been developed and may further be developed by L. Ron Hubbard."	
143. Scientology's By-Laws state that the purposes of its "religious orders" shall be the carrying out of the religious and administrative activities of [Scientology]," the "supervision of ecclesiastical affairs of other churches of Scientology."	143. Ex. 1(CC), p. 28, § 3.
144. Armstrong was a member of Scientology's "religious order," the Sea Organization, members of which sign a billion year contract, from 1971 through 1981, the period of almost all of his significant experiences about which Scientology seeks to silence him.	144. Ex. 1, 27:23-27.
145. Armstrong believes that his experiences in Scientology	145. Ex. 1, 27:10-13.

are religious, indeed sacred, because they were created and motivated by God for His Glory.

146. Armstrong believes that through God's Grace and Wisdom he came to see that the faith he put in Hubbard, and in his philosophy, mental "science" and organizational policies, throughout his Scientology years was misplaced. He came to see that despite that misplaced faith, God never deserted him, that God was with him, keeping him safe every moment. Armstrong believes that throughout his Scientology years, through abuse, danger, and betrayal, He kept his heart from being hardened beyond salvation. Armstrong believes that God kept him from being completely taken over by Scientology through all the years of indoctrination, mind control, "ethics," threat and	146. Ex. 1, 2:28-3:23.

punishment, and through the more than a thousand hours of "auditing." Armstrong believes that when Hubbard assigned him twice to the Rehabilitation Project Force (RPF), Scientology's prison, for a total of twenty-five months, when Hubbard had his messengers order Armstrong's wife to leave him, when he was ordered security checked for questioning Hubbard's truthfulness, God brought him through safely, made him stronger and wiser, and kept his heart from hardening. Armstrong believes that he was so deeply involved with Scientology, so devoted to an ungodly man and his ungodly teaching, only God's Own leading him, through His mysterious way, could have saved him. Armstrong believes that God led him into the Hubbard archive and biography project, brought him to study the Hubbard's secret papers

and document his duplicity, and freed Armstrong's faith from Scientology, on which it had been misplaced.	
147. Armstrong believes that in his post-Scientology period, when first in the outside world, confused and afraid, God took him in His Hands for particular care and teaching. Armstrong believes that when Scientology's leaders sent hired private investigators to spy on him and his wife, and to terrorize them, God kept him, emotionally intact. Armstrong believes that at the first hearing in his case in 1982, God somehow put into his hands a tiny tract of Bible quotes which he held and put his heart on as fear gripped at him. Throughout the 1984 trial, where Armstrong was on the stand for about ten days, he depended on the Twenty-third Psalm to calm his mind	147. Ex. 1, 4:5-5:1.

and heart.

148. Armstrong believes that for His Purposes God allowed him to be terrorized by Scientology agents, his car broken into, his drawings and writings stolen, other writings and ideas of his perverted and held up to ridicule. Armstrong believes that God allowed Scientology's leaders to become intoxicated by their own lies so that they would try time after time to have Armstrong jailed on their false and manufactured criminal charges. Armstrong believes that God allowed the self-deception of Scientology's leaders, so that they concocted a perverse intelligence scheme to entrap Armstrong in a crime and have him prosecuted. Armstrong believes that God allowed Scientology's leaders to put their faith in a base private investigator, Eugene Ingram,

148. Ex. 1, 5:14-6:1.

whom they would use to illegally videotape Armstrong, and who threatened to put a bullet between Armstrong's eyes. Armstrong believes that God allowed the heart of an Los Angeles Police Department Officer, Philip Rodriguez, to be tempted by greed, and paid for a false authorization to Scientology to illegally videotape Armstrong. Armstrong believes that God allowed Armstrong's friend Dan Sherman to use their friendship to betray Armstrong, to lead him with kind words into danger, to set him up, to trick from him his thoughts and writings, and to break his heart.

149. Armstrong believes that God allowed Scientology's leaders to attack Michael Flynn, Armstrong's attorney, good friend, benefactor and champion in the legal battle. Armstrong believes that God	149. Ex. 1, 6:20-7:3.

allowed Scientology to sue Flynn some fifteen times, to threaten him, his family and career, to frame him with forgery, to pay known criminals to bear false witness against him, and to attempt his assassination. Armstrong believes that God allowed Scientology's leaders to think they could destroy Flynn with their "black propaganda," "dead agent" packs, "noisy investigations," and the compromise and turning of other clients. Scientology worked for seven years to achieve this destruction. Armstrong believes that God brought him to Flynn, and Flynn to Armstrong, and brought them to fight alongside each other in a legal and spiritual battle against the threat and evil of Hubbard and his organization from 1982 through 1986.

150. Armstrong believes that	150. Ex. 1, 7:8:15.

during the years of the Scientology battle he was brought by God ever closer to Him. Armstrong believes that when he was alone, at times in terrible fear, God kept him safe, and allowed his heart to break, over and over. Armstrong believes that God spoke to him, and that at times, as early as 1983, he wrote God's Words under His guidance in what seemed to be dialogues. Armstrong believes that God gave him the idea for the true protection of His Children in this world, and moved Armstrong in 1986 to found a church based on this concept for His Glory.

151. Armstrong believes that, at a time when Scientology faced tremendous exposure and liability in Armstrong's cross-complaint for years of outrageous fair game attacks, and had just suffered a $30,000,000 verdict in the	151. Ex. 1, 7:24-8:13.

case of Lawrence Wollersheim v. Scientology, Los Angeles Superior Court No. C 332027, God, for His Glory, allowed Flynn to lose heart. Flynn "negotiated" a deal with Scientology which involved getting his clients to agree to the organization's demanded contractual condition of silence about their "experiences," while not demanding the same protection for his clients. Many of these clients had been the target of Scientology's "black propaganda" campaigns. He also agreed to get his clients to agree to a "liquidated damages" penalty of $50,000 per comment about their experiences. Flynn did this while believing, and having ample experience to justify believing, that the settlement agreements were evil, as was the entity which was insisting on the "agreements" being signed as a condition of settlement. Flynn knew Scientology's word was not to be trusted, yet he conveyed and gave support to Scientology's "promise" that it was going to discontinue fair game.

152. Armstrong believes that God allowed Scientology to harass, threaten and compromise Flynn, and allowed Flynn to be persecuted and compromised, for His Purpose to His Own Glory. Armstrong believes that God allowed Flynn to state to Armstrong, when Armstrong protested the impossibility of the settlement agreement and the insanity of the liquidated damages clause, "Gerry, it's not worth the paper it's printed on. It's unenforceable. You can't contract away your Constitutional rights." Armstrong believes that God allowed Flynn to point out to

152. Ex. 1, 8:14-28.

Armstrong his release of Scientology and Armstrong's dismissal of his lawsuit, and allowed Flynn to say, "That's what they're paying you for."

153. Armstrong believes that God made him aware of His Spirit during the "settlement" when he was rejected from Mike Flynn's heart. Armstrong believes that God showed him a glimpse of the future at that moment; that he might be left alone, that he might be persecuted, but that he should not fear; and that he should at that time give everyone involved what they wanted, what they thought they needed to be free. Because of Flynn's promise of the agreement's unenforceability, Armstrong's desire to end the threat if possible for everyone, Scientology's promise to end fair game, and what he believed was God's Assurance, Armstrong did sign. Page 124.

153. Ex. 1, 9:16-25.

154. Armstrong believes that after the "settlement," God gave him a time of some quiet and joy to write, draw, get strong after years of deteriorating health, to hang out with friends, and to be drawn ever closer to Him. Armstrong believes that in 1987 God chose him and came to him in the undeniable Physical Substance of His Love, and gave Armstrong a greater view of his future role in God's Plan. Armstrong believes that in 1988 God brought him to offer his life in exchange for the captives then held in Lebanon. Armstrong believes that God schooled him in the understanding of His Nature and set Armstrong on the path to become by 1989 one of His Teachers. Armstrong believes that in 1989 God also gave him an understanding of the valuelessness of money, and a glimpse of God's solution for the grinding cruelty of the	154. Ex. 1, 9:26-10:11; Ex. 1(H), p. 38, ¶ 28, pp. 39-41, ¶ 30; Exhibit 1(H)(X), Advertisements by Gerald Armstrong in "Common Ground," in 1989; Exhibit 1(H)(R)(CC), Letter from Gerald Armstrong to Jonathan Marshall dated July 28, 1987; letter from Gerald Armstrong to "Dear Captors" dated July 28, 1987; Exhibit 1(H)(R)(DD), Writing by Gerald Armstrong dated December 31, 1987; 1(H)(R)(EE),"Margaret," drawing by Gerald Armstrong; 1(H)(R)(FF),"Mitzi," drawing by Gerald Armstrong; Exhibit 1(H)(S), Letter from Gerald Armstrong to Jonathan Marshall dated October 14, 1989 with article "A Crash Course in Speculation."

world's economic system. Armstrong believes that God brought to him a glory of four-leaf clovers. Armstrong believes that God showed Armstrong that through his life God could bring to the world the mathematical proof of His guidance. Armstrong believes that God moved him to run like the wind, and to pick up the world's trash, all for His Glory.

155. Armstrong believes that during the post-settlement years, God also allowed the hearts of Scientology's leaders to grow ever harder and to manifest in attack after attack on Armstrong's character and credibility. It became clear, and saddened Armstrong greatly, that these leaders had not stopped "fair game," but were using the cessation of the litigation by Flynn and his clients as an opportunity to continue their	155. Ex. 1, 10:12-11:20.

antisocial practices unchecked. Armstrong believes that God allowed his heart to be broken by each attack and the daily knowledge that Scientology had not ceased fair game, yet God kept Armstrong from responding with anything other than sadness for almost three years. Then, in the fall of 1989, Armstrong was served with a deposition subpoena by the attorney for Bent Corydon in the case of Corydon v. Scientology, Los Angeles Superior Court No. C694401. Following this Armstrong received a series of calls from Scientology attorney Lawrence Heller who threatened that, even pursuant to this subpoena, if Armstrong testified about his knowledge of Hubbard and Scientology he would be sued. Armstrong was deeply troubled by Heller's threats, the idea of succumbing to those threats, and the injustice and evil the settlement agreements had spawned. Armstrong believes that God brought him at that time to a determination to do what he could to bring to light and correct that injustice and evil. When Armstrong began to research his rights, responsibilities and how to proceed, he learned that through the intervening five years Scientology had been able to maintain an appeal, Scientology v. Armstrong, No. B025920, from the 1984 Breckenridge decision, and Armstrong's first actions concerned that appeal.

156. Around March 12 and continuing for about two weeks Armstrong experienced what he believes was both his spiritual death and his rebirth, brought on him by God. Armstrong believes that God showed him the nature of the evil that he had been

156. Ex. 1, 24:25-25:14.

chosen by God to oppose, and God showed him the spiritual battle with that evil. Armstrong believes that God showed him that persecution must be endured for His Cause, and God assured Armstrong that He would never leave him. God showed Armstrong the souls he fought for, and why God chose him to fight through all those years. Armstrong believes that God brought him to surrender his battle to Him that His Will be done, for unless God does it Armstrong hasn't got a prayer. Armstrong believes that he will run whatever race God calls him to run as fast and as far as God moves him. Armstrong believes that sometimes God will appear to lose the race on earth to win it in Heaven.

ISSUE VII

Armstrong's Claim: All of Armstrong's activities which Scientology claims are violations of the subject agreement are

religiously motivated and completely protected by the First Amendment, and the Religious Freedom Restoration Act of 1993.

Armstrong incorporates herein his Disputed Facts, Additional Facts and Evidentiary Support Nos. 1-156, supra.

157. Armstrong is a Christian.	157. Ex. 1, 1:22, 1:23-30:31; Ex. 1(H), pp. 30-32, ¶ 25, p. 42, ¶ 33, pp. 52, ¶ 43; Ex. 1(J), 1:18-28, 3:14-27; Ex. 1(J)(C), Declaration of Michael Rinder executed October 27, 1994, and filed in Scientology v. Steven Fishman & Uwe Geertz, US District Court for the Central District of California No. 91-6426-HLH (Tx), at 11:9-11; Scientology's Evidence, Ex. 1Q, letter of Gerald Armstrong dated December 22, 1992, at p. 9; Scientology's Evidence, Ex. 1O, letter of Gerald Armstrong dated June 21, 1991; Scientology's Evidence, Ex. 1N, Declaration of Gerald Armstrong executed July, 1991, at pp. 7-9, ¶¶ 6,7.
158. Armstrong believes that	158. Ex. 1, 1:24-2:4.

his life, in every moment and breath, is God's and in God's Hands. Armstrong believes that he has been saved from eternal separation and hell to become a son of God by God's Grace alone, and drawn by God to trust and follow His Son Jesus Christ as his Lord and Savior. Armstrong believes he has been filled with God's Holy Spirit, and given by Him all peace, wisdom and love. Armstrong believes that he has been saved for God's Purposes to His Glory. Armstrong believes that God's Purpose for him and all the world is salvation. Armstrong believes that the only difference of any meaning at any time between him and anyone else on earth is this belief in God's Plan for salvation.

159. Armstrong believes that as a Christian and as a son of God he has been led and will be led into all of his life's	159. Ex. 1, 2:5-10.

situations and to all of the people he has encountered and will encounter for God's Purposes alone. Armstrong believes that from God come all things, including the trust in Him, the willingness to believe on Him, free will, peace, wisdom and love.	
160. Scientology professes in its public promotions and publications to be compatible with Christianity.	160. Ex. 1, 2:22-28, 25:15-23; Ex. 2, 12:23-13:15, 15:5-8; Ex. 5, 2:4-8; Ex. 6, 3:17-20.
161. Scientology states in its "catechism," published in 1992 in its promotional book What is Scientology?, "Scientologists hold the Bible as a holy work and have no argument with the Christian belief that Jesus Christ was the Savior of Mankind and the Son of God...¶There are probably many types	161. Ex. 1, 25:16-23.

of redemption. That of Christ was to heaven."	
162. In fact, however, Scientology is anti-Christian.	162. Ex. 1, 25:15-26:24; Ex. 1(J), 2:1-23; Ex. 2, 13:16-16:21; Ex. 3, 1:19-2:16; Ex. 4, 1:19-2:10; Ex. 4(A); Ex. 6, 3:20-4:2.
163. Once initiated into Scientology, people are secretly taught, and must believe, that Christ, God and Heaven are false ideas "implanted" in humans by electronic means to enslave them.	163. Ex. 1, 25:24-26:24; Ex. 2, 13:16-16:21; Ex. 2(B), "Routine 3 Heaven" Scientology Bulletin by L. Ron Hubbard dated May 11, 1963; Ex. 2(C), "Resistive Cases Former Therapy" Scientology Bulletin by L. Ron Hubbard dated September 23, 1968; Ex. 3, 1:19-2:15; Ex. 3(A); Ex. 3(B); Ex. 4(A); Ex. 1(J)(A), "Operating Thetan Section III," by L. Ron Hubbard (Handwritten and Typed Versions) at Bates stamped pages 700684, 700707.
164. Scientology secretly teaches its initiated	164. Ex. 1, 25:24-26:24; Ex. 2, 13:16-16:21; Ex. 2(B); Ex.

adherents that its "auditing" procedures are the only way to free mankind from "Christian" slavery and the "Creator of Heaven."	2(C); Ex. 3, 1:19-2:15; Ex. 3(A); Ex. 3(B); Ex. 4(A).
165. The main target of Scientology's promotion and marketing are Christians. The largest percentage of Scientology's members come from Christian backgrounds. The second largest percentage comes from Judaism.	165. Ex. 1, 26:2-8.
166. Scientology enforces the acceptance of its teachings that Christ, God and Heaven are false "implanted" ideas with Scientology's system of "ethics" punishments, its "auditing procedures," and its institutionalized mockery of God and Christ. Anyone in Scientology who professed a belief in Christ, or God, or who sought help through prayer, was viewed and handled as a "psychotic."	166. Ex. 1, 26:8-24; Ex. 2, 15:4-11; Ex. 3, 2:5-16.

167. Jesus states at Mark 3:28,29: "28 Verily I say unto you. All sins shall be forgiven unto the sons of men, and blasphemies wherewith soever they shall blaspheme: 29 But he that shall blaspheme against the Holy Ghost hath never forgiveness, but is in danger of eternal damnation."	167. Ex. 1, 26:25-27:5.
168. Armstrong believes that when Hubbard asserts that Christ and God are "implants," he blasphemes the Holy Spirit, the one unforgivable sin.	168. Ex. 1, 27:6-8.
169. Armstrong believes that people drawn into Scientology and brought to adopt this blasphemy are in grave	169. Ex. 1, 27:8-9.

spiritual danger.

170. Armstrong believes that Scientology is the clever human invention of a clever human who took his human cleverness as far as it would go for his own glorification. Armstrong believes that God used Armstrong to accomplish part of God's Plan for Scientology, Scientologists and salvation. Armstrong believes that it took someone with a God-given history, character and skills such as He gave Armstrong to bring out of Scientology, to the light, and to the minds and hearts of all those whom God sent to listen, a testimony of the character of Scientology's product and "source." Armstrong believes that God continues to use him to reflect the unworthiness and bankruptcy of Hubbard's attempt to create his own salvation plan, against the	170. Ex. 1, 3:24-4:7.

infallibility and peaceful grandeur of God's Plan.

171. Margery Wakefield, who also signed a "Flynn agreement," believes that she is saved by the Grace of God through her faith in His Son Jesus Christ. She believes that she was called to speak out concerning the illegal practices of Scientology, its mind control techniques, and its anti-Christian nature and teachings. Ms. Wakefield recently wrote an essay entitled "What Christians Need To Know About Scientology." She has been motivated in speaking her thoughts based on her knowledge and experiences by the desire to reach the minds of people who are in Scientology and held by its anti-Christian mind control and pseudo-scientific dogma, and the minds of people who might be drawn into Scientology by its

171. Ex. 4, 1:19-2:24.

misrepresentations concerning its intentions, practices and religion. She believes that it is every Christian's motivation and desire to reach the unsaved with the message of the true gospel and a warning about false teachers like L. Ron Hubbard and false gospels like Scientology. She has felt that the right to speak and teach in this way is something that no court in this country should nor can take away. Ms. Wakefield believes that under the US Constitution she is free to speak and cannot contract away her right to speak about those Scientology's "religious" scriptures, practices and experiences. She believes that what she experienced in Scientology was her own religious experiences, and what she experienced regarding Scientology after leaving are her own religious experiences, about which she cannot be

silenced.	
172. Keith Scott has a Christian ministry called the Cults Awareness Ministry. A vital aspect of his ministry is to offer advice born of experience to people who are going in or thinking about coming out of Scientology. He does this work from a Christian perspective, using the strength and truths he has gained through his faith in Jesus Christ as his Lord and Savior. Mr. Scott exposes the untruths of Scientology and explains the dangers to the spiritual well-being and future of people who follow those untruths rather than the truths of the Word of God. Mr. Scott believes that he was saved from the manipulation and mind control of Scientology by the Grace of God recognized through his faith in His Son, Jesus Christ.	172. Ex. 5, 1:12-2:16.

173. Other knowledgeable people use the information about Hubbard, his philosophy and practices which Armstrong brought to the light, to educate and free the misinformed.	173. Ex. 2, 8:27-9:20; pp. 8,9, ¶¶ 14,15; Ex. 3, 3:20-4:8; Ex. 5, 1:4-2:4; Ex. 6, 4:3-6; Ex. 7, pp. 1,3, ¶¶ 6,13; Ex. 9, 4:4-5:13.
174. Armstrong believes that as Christ taught, and as a child of God, Armstrong's practice is forgiveness. Armstrong believes that as all that he has done has by Christ been forgiven, Armstrong has forgiven everything anyone has ever done to me, every act or thought of persecution. Armstrong believes that what he cannot forgive, however, for he has not the power to forgive it, is Hubbard's, Scientology's leaders' Scientologist's and anyone else's blasphemy of God's Holy Spirit.	174. Ex. 1, 29:13-19.
175. Armstrong believes that	175. Ex.1, 29:20-30:23.

Scientologists will not recognize their need for forgiveness as long as they blaspheme the Holy Spirit, and they will persecute Armstrong as long as they commit and promote this blasphemy. Armstrong asks them to stop. Armstrong believes that when Scientology persecutes the "little ones," those who are the least among us, those whom Scientology's leaders call "suppressive persons," "PTSes" or "degraded beings" Scientology persecutes Christ Himself. Armstrong asks them to stop this practice as well. Armstrong believes that God for His Purposes chose Armstrong to be persecuted; and to care and hurt when the little ones are persecuted. Armstrong cares what Scientology does to him because he believes Scientology is doing it and will do it to anyone else. Armstrong believes that is to all of these who are persecuted, and to all those in Scientology, that God has sent him. Armstrong believes that we are in the end times, and that God has sent His messengers, teachers and prophets onto His Elect, wherever they are, in whatever country, city, prison, church or cult, to gather them onto Himself. Armstrong believes that God chose him to be persecuted by Scientology's leaders, using their organization's tax-exempt millions, and in violation of the nation's Constitution, as Apostles of old were persecuted, and all God's Disciples have been persecuted throughout history. Armstrong believes that this need not be, for persecution can end in no time and without downside. Armstrong believes, nevertheless, God allows and uses the persecution of His Children, His Messengers, Teachers and Prophets to prove His great Mercy and Love and the power of His marvelous plan of salvation, both for the persecutors and those persecuted. Armstrong believes that God knows which souls He will reach through Armstrong's words, story and persecution. Armstrong believes that they may be few; nevertheless, God desires that all should be saved.

Dated: September 16, 1995

Respectfully submitted,

Gerald Armstrong